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VOL. XXXIX., No. 8.

## The Solicitors' Journal and Reporter.

LONDON, DECEMBER 22, 1894.

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## CURRENT TOPICS.

WE BELIEVE that the condition of Lord Justice KAY occasions serious anxiety to his friends, and that, unless a great improvement takes place, it is hopeless to expect that he will be able to resume his seat in court.

A COMMITTEE, composed of officials of the Supreme Court, appointed by the Lord Chancellor, is sitting for the purpose of considering and reporting as to the changes in the form and arrangement of the annual judicial statistics of civil courts which should be adopted in the future.

THE SUPREME COURT Funds Rules, 1894, as finally amended, have now been issued, and will come into operation on the 1st of January next. We printed some time ago the draft of these rules, and commented on them, but for the convenience of our readers we give elsewhere the rules as now issued.

WE REMARKED last week that the absence of Mr. Justice CHITTY from the bench was an unprecedented occurrence, but there is a still further phenomenon to be recorded. During the absence of the learned judge two of his chief clerks were unable to attend at chambers owing to illness; hence the whole business of this important branch of the Chancery Division was for some days under the conduct of a single chief clerk.

WE PRINT elsewhere Draft Rules of the Supreme Court under the Local Government Act, 1894, relating to petitions presented in respect of elections under that Act. The rules simply apply to these elections the rules of 1883 made for the trial of election petitions under the Municipal Corporations Act, 1882, "so far as applicable and subject to these rules." The amount of the security for costs to be given by the petitioner is to be £100, or such greater or less sum as a judge or master shall order.

WE ALSO print some draft rules of the Supreme Court relating to costs of an originating summons. They add to Appendix N of the Rules of the Supreme Court a fee for statement of facts on an originating summons, which is to be "such fee as the taxing officer shall think fit, having regard to all the circumstances of the case," and a fee for perusal of such statement of facts; and also a fee for brief on hearing of an originating summons, or

hearing of a summons under section 10 of the Companies (Winding-up) Act, 1890.

IT FREQUENTLY occurs on appeals from chambers that a question arises as to what was said in chambers, and as to how the decision there was arrived at; and it sometimes happens that neither the counsel who argues the case on appeal nor the solicitor who instructs him was personally present before the judge or master in chambers. Mr. Baron POLLOCK, in the Divisional Court, last Tuesday remarked on the inconvenience of this. It is desirable that when counsel did not appear in chambers, or when another barrister appears on the appeal, the member of the firm of solicitors or the clerk who attended in chambers should be present in court on the appeal, in order that he may be at hand to enlighten the court on any question which may arise as to what took place below.

CONSIDERING THE rumours which have prevailed, and have appeared in print, as to the condition of Mr. Justice BARNES, and the supposed reason for deferring his retirement, it was certainly time that some authoritative statement should be made as to whether the learned judge is or is not to resume his seat on the bench. On Wednesday the *Times* announced that his condition "was reported to be unchanged"; and the *World* of the same date said that he was in such a state of health that there was no chance of his being able to resume his duties. On Thursday, however, there appeared in the *Times* a statement that "Mr. Justice BARNES, who is at present staying at Malvern, is steadily improving in health. He will not return to court during the early part of the ensuing Hilary Sittings, but is expected to resume his judicial duties about the middle of the term." We presume that this account may be taken as authentic, and we can only hope that the expectation expressed may be fulfilled.

THE PRESENT METHOD of deciding points of practice in lunacy behind the scenes is somewhat inconvenient. A striking instance of it appears in the report of *Re Broune* (38 SOLICITORS' JOURNAL, 679; 1894, 3 Ch. 412, 417), where LINDLEY, L.J., makes the following statement:—"Soon after the Rules in Lunacy, 1892, had been made, a question arose whether a master had jurisdiction to make a vesting order under sections 133 *et seq.* of the Lunacy Act, 1890, and after carefully examining the Acts and rules all the members of the Court of Appeal came to the conclusion that he could, and such orders have ever since been made accordingly." We are not aware that this unanimous conclusion was ever brought to the notice of the profession in general, and yet a point which required the united acumen of so many Lords Justices to settle might well have been communicated to the outside world. Like all points of construction, it is contained in the Acts and rules themselves, but only in the same way that the twelve or more books of Euclid are contained in the definitions, axioms, and postulates. Everyone cannot be an Euclid, even if time allowed, and it would probably be a great convenience to most lawyers if the more important points of lunacy practice were from time to time brought to their notice.

SURETIES for a receiver, or in fact sureties for the obligor of any recognizance or bond, would do well to consider the decision of CHITTY, J., in *Re Graham, Graham v. Noakes* (43 W. R. 130) before they undertake any liability. In that case the receiver was only appointed receiver of the rents and profits of the real estate in an administration action, and the condition of his recognizance would have been satisfied if he had accounted for those rents and profits. The sureties were, nevertheless, held liable to account for capital moneys received on a policy of fire insurance on buildings forming part of such real estate, and for a sum of pure personality, presumably capital, paid out of court from the personal estate account for repairs. They were also held liable for dividends on funds in court representing real estate sold. Now it seems quite clear that if the receiver had

actually accounted for everything that could conceivably be called rents and profits of real estate, including possibly the dividends on the proceeds of sale, he himself could not have been sued at law on his bond. He would have cravedoyer and pleaded performance, and a replication assigning the omission to account for capital moneys would surely have been held bad. He might have been sued for these moneys in other ways, or made to account as an officer of the court, but he could not have been sued under the bond, the condition of which was unbroken. If, then, in *Re Graham* the receiver had actually accounted for the rents and profits, the sureties could not have been made to account for the capital. Unfortunately for them there was a sum of rents and profits unaccounted for. Whether the amount was large or small is immaterial, the bond was forfeit, and the penalty a debt at law. And now comes the curious point. The court, in applying the equitable principles of relief against forfeiture, refused to look at the condition of the bond to see what the sureties guaranteed, but rigorously applied the penalty in order to exact from them moneys for which they had not undertaken to be liable. Practically the decision comes to this, that if the condition is broken, however slightly, the sureties for the rents and profits will not be relieved without accounting for everything the receiver, as an officer of the court, could be made to account for—i.e., for all sums whatsoever that he has received, but which he would not have received if he had not been receiver. It is poor consolation to tell them their liability cannot exceed the penalty of the bond. That goes without saying. There was a suggestion that if the decision were the other way the form of the recognizance (R. S. C., 1883, App. L., Form 21, which is far wider than the form in *Re Graham*) would have to be altered. As the decision stands, that form of the recognizance may stand as well as another. The question of its form becomes simply immaterial.

THE CASE of the *Earl of Shaftesbury v. The London and South-Western Railway Co.*, in which Lord RUSSELL delivered a considered judgment last Saturday, deserves notice. The plaintiff alleged that the timber, brushwood, peat, and game on more than 100 acres of his land had been injured by a fire caused by sparks proceeding from an engine on the Southampton and Dorchester branch of the defendants' line. The question was whether he could recover damages for his injury. It is now clearly established law (*cf. London, Brighton, &c., Railway Co. v. Truman*, 11 App. Cas. 45), and Lord RUSSELL so directed the jury, that, inasmuch as railway companies have the authority of the Legislature to construct and work their railways, they are not liable for anything that occurs in the exercise of that authority, provided that they act with reasonable care. The plaintiff contended that the railway company had failed to comply with this condition by omitting to furnish their engine with a spark arrester, and the jury found as a fact that if a spark arrester had been in use upon the engine the danger of fire would have been minimized. Did this amount to a finding of negligence? Lord RUSSELL held that it did not, and we think rightly. The parallel case put by the Lord Chief Justice seems to us to dispose of the question conclusively. Suppose the issue had been a railway accident, and the jury had found that if the rate of speed had been less, or a different brake had been used, the danger would have been reduced to a minimum? Could the company have been convicted of negligence on such a finding as this? Obviously not. At the same time it is rather to be regretted that a specific answer to the question of "negligence or no negligence" should not have been obtained. On the other part of the case—the interest of which is scientific rather than legal—as to the value of spark arresters, we shall only say that we agree with Lord RUSSELL that the preponderance of the expert evidence pointed to the conclusion that their utility arose in preventing the emission of sparks is of an equivocal character. Perhaps, however, the agitation of the question may lead to the invention of a spark arrester so perfect that failure on the part of a railway company to use it will be irrefragable proof of negligence.

ALTHOUGH THE word "securities" is often used in a popular sense to indicate investments generally, and although the popular



meaning will be given to it in a legal document, if the context requires such a construction, yet there is a well-recognized limitation which must as a rule be put on the term when used in an investment clause; and it has long been settled that a power to invest "upon security of the funds" of a company does not authorize an investment on ordinary stock or shares or even preference shares, which are not a security upon the property of the company, but a participation in the partnership (*Harris v. Harris* (No. 1), 29 Beav. 107). It is important that trustees and their advisers should bear in mind the proper use of the expression, and it is to be regretted that anything in an Act of Parliament should tend to laxity in the use of the term; but in the Trustee Act, 1893, the Legislature, departing from the language of the Trust Investment Act, 1889, includes in the term some investments which do not come within the strict and accurate sense of the word. "The expression 'securities' includes stocks, funds, and shares" (section 50 and see also section 2). The same definition occurs in section 2 (xiv.) of the Conveyancing Act, 1881. Moreover, by section 17 of the Building Societies Act, 1894—which was enacted with a view to meet the decision in *Re National Permanent Mutual Benefit Building Society* (43 Ch. D. 431), that the trustees or directors of a building society could not avail themselves of the powers of investment conferred by the Trust Investment Act, 1889—it is enacted that "the powers of investment under section 25 of the Building Societies Act, 1874, shall include power to invest in or upon any security in which trustees are for the time being authorized by law to invest." The Act contains no definition of the word "security," and the question arises whether a building society may invest funds not immediately required for its purposes in any investment authorized by the Trustee Act, 1893, or only on "securities" in the strict sense of the word. The strict construction would, in view of the definition in the Trustee Act, 1893, be a narrow one, and the courts would probably be reluctant to adopt it, but trustees and directors of building societies will probably prefer to take the safer course. The above remarks apply also to societies under the Industrial and Provident Societies Act, 1893 (see section 38 (1) (e)), with perhaps greater force, since the Act is prior in date to, though contemporaneous in commencement with, the Trustee Act, 1893.

*W. J. London*

IN THE CASE of *Reg. v. Justices of London* (ante, p. 114) a question of considerable importance with regard to costs in licensing appeals came before the Divisional Court. An application for a renewal of a licence having been refused by the licensing justices, the applicant appealed to quarter sessions. The appeal was dismissed, and the court of quarter sessions was asked, but refused, to order the appellant to pay to the respondent justices their costs under section 29 of 9 Geo. 4, c. 61, which provides that in these cases "it shall be lawful for . . . and such court is hereby required to adjudge and order" the unsuccessful appellant to pay the justices their costs. The case came before the Divisional Court in the form of an application for a *mandamus* to the court of quarter sessions to hear and determine the justices' application for costs according to law. One of the points raised in argument was that section 29 of 9 Geo. 4, c. 61 has been repealed by implication by certain sections of the Summary Jurisdiction Acts, 1879 and 1884, and that the court of quarter sessions is therefore no longer bound to give the justices their costs when dismissing an appeal, but has a discretionary power to refuse them. The Divisional Court did not give any decision upon this point, but refused to grant a *mandamus* on the ground that the court of quarter sessions had heard and determined the question as to costs, and that, that being so, it was immaterial whether the decision came to was right or wrong in point of law. It is no doubt a well-recognized principle that, if an inferior tribunal is acting within its jurisdiction, the High Court when asked to grant a *mandamus* will not consider whether the actual decision of that tribunal is one with which it agrees—that is to say, *mandamus* is not permitted to be used simply as a form of appeal; but in the present case the question was whether the court of quarter sessions had jurisdiction to do anything more than carry out the law with regard to costs in the manner directed by the Act in question. If this be so, then it cannot make any difference whether the law is clearly defined in one section of a statute or has

to be ascertained by searching through the provisions of several statutes. The effect of this decision seems to be that, although the Legislature may expressly provide that in a certain event costs are to be adjudged in a certain way only, yet a court of quarter sessions can disregard the enactment and avoid a *mandamus* simply by saying that the court has considered the matter and has come to the conclusion that the particular section or statute in question has been repealed, and that under some other statute the court has a discretion in the matter. Under these circumstances it would appear from the decision in the case under consideration that the High Court has no power to reverse the erroneous decision of the inferior tribunal. The Divisional Court have held that it is not a case for *mandamus*, and it must be remembered that if the court of quarter sessions refuses to state a special case the High Court has no power to order a case to be stated, as it has in the case of a decision by justices in petty sessions. The Divisional Court was of opinion that with regard to costs the duties of an inferior court are always judicial, and never ministerial, and that a *mandamus* is never granted to compel the performance of a judicial function, but in at least two cases similar to the present the Court of Queen's Bench has granted a *mandamus*. In *Reg. v. Justices of West Riding* (2 B. & S. 84) justices were ordered to make an order for costs under 5 & 6 Will. 4, c. 50, s. 90, in certain highway proceedings, and a similar order was made in *Reg. v. Justices of Monmouthshire* (1 D. & L. 145) in a pauper removal case under 9 Geo. 1, c. 7, s. 9.

TWO INTERESTING points of criminal practice were raised at Worship-street Police Court last week in the Whitechapel murder case. (1) Has the Home Secretary power to order the removal to Broadmoor of a person charged with a crime after arrest and before arraignment, on the ground that he is a dangerous lunatic? and (2) What entry ought to be made in the police court records in such a case? With the first question the police magistrate had, of course, nothing to do. But as some doubt was cast upon the Home Secretary's power in the matter above mentioned, it may be worth while to refer to section 2, sub-section (1), of the Criminal Lunatics Act, 1884, which is an express authority for an affirmative answer to the question. As regards the second question, in the Whitechapel case the magistrate made an entry of "Removed to asylum by Home Secretary's order." This was clearly more accurate than the entry of "discharged" which the prisoner's legal adviser demanded. If the point were likely to arise often, and greater explicitness were necessary, we should suggest some such formula as "Charge dismissed by reason of removal of prisoner to asylum under Secretary of State's order."

#### REMITTED ACTIONS.

THERE are some practical difficulties with regard to actions remitted to county courts which are a constant source of trouble and uncertainty to practitioners. The main source of trouble is of recent origin, and is confined to those actions which are brought to a conclusion in the High Court as to part of the claim, and in which the residue is remitted to a county court under section 65 of the County Courts Act, 1888. The difficulties are the indirect result of the decision in *Harris v. Judge*, to which we will refer more particularly later on. The effect of that case, on the whole, has been to simplify the situation considerably, but it has, nevertheless, created a difficulty of its own which it may be useful to consider.

Under section 65 of the County Courts Act, 1888, an action of contract, where the amount in dispute does not exceed one hundred pounds, may be remitted to the county court. Either party may apply at any time, and as soon as the order is obtained the duty devolves upon the plaintiff of lodging the original writ and order with the registrar, so that the action may proceed in the county court. It may be assumed that until the papers are lodged in the county court the High Court retains jurisdiction in the action, the application of *David v. Hoove* (32 W. R. 844, 27 Ch. D. 533), which was decided under section 8 of the County Courts Act, 1867, being sufficiently clear.

*David v. Hoove*

*note*  
*Harris v. Judge*  
It has been laid down in recent cases that when once an action has been remitted—i.e., when an order to that effect has been made and the papers left with the county court registrar—the jurisdiction of the High Court ceases entirely. This cessation of High Court jurisdiction applies to the whole action as well before its remission as afterwards, so that the costs of the action prior to remission pass out of the discretion of the High Court into that of the county court (*Harris v. Judge*, 40 W. R. 461, 41 W. R. 9; *Duke v. Davis*, 41 W. R. 673; 1893, 2 Q. B. 107, 260). Prior to these cases the question where and to what extent jurisdiction lay over the remitted action was veiled in doubt. There was no case law on the subject, and a general idea prevailed that the High Court retained a kind of qualified jurisdiction over the action. The section provides that the costs of the action down to the date of remission should be on the High Court scale, and afterwards on the county court scale, and it was not unnaturally supposed that jurisdiction over the costs of the action down to the date of remission remained in the High Court. It was supposed, too, that jurisdiction over money paid into court prior to remission also remained in the High Court. These doubts have been set at rest by *Harris v. Judge*. When once an action, or the residue of an action, is remitted, the county court judge alone has power to deal with the whole action.

Such being the state of the law with regard to remitted actions, let us consider the usual terms in which orders remitting the residue of a claim are made. Most of these actions are remitted under order 14. On the case coming before the master it is found that there is no defence as to part of the claim, but there is a *prima facie* defence as to the residue. An order is therefore made for payment of, let us say, £50 to the plaintiff within ten days, otherwise judgment for that amount; that the defendant have leave to defend as to the residue; and that the action as to the residue be remitted to the county court. These orders never deal with the costs for the obvious reason that until the action as to the residue is determined the costs cannot be properly dealt with. The form of this order places the plaintiff in some difficulty. The order does not say where the judgment is to be signed in case the defendant fails to pay the £50. If the plaintiff does what section 65 of the County Courts Act, 1888, tells him to do, he will immediately lodge the papers with the county court registrar and the transfer will be complete, and according to *Harris v. Judge* the High Court jurisdiction over the action has entirely ceased. Can he therefore enter judgment for the £50 in the county court? Obviously not, because it is only the residue of the action which is remitted. As to entering judgment for the £50 in the High Court, Mr. Justice CAVE has expressed a doubt whether under such a form of order the judgment can be entered in the High Court either (see judgment of CAVE, J., *Keble v. Bennett*, 71 L. T., at p. 248). What usually happens is that the plaintiff holds his order back until the time for payment of the £50 has expired, and then takes his judgment in the High Court for that sum. But the form of order ought to be altered in the way suggested by CAVE, J., in his judgment above referred to, by "ordering the action to be remitted only after payment of the sum specified, or after judgment has been entered for the same." But even this would not remove the plaintiff's difficulty in the majority of cases. In the greater number of cases the defendant has no intention whatever of defending the case as to the residue, but only seeks to gain time. Before the time allowed him to pay the £50 has expired he approaches the plaintiff and gives up his right to defend on such terms as he can make. Thereupon the plaintiff has to get an order for his costs, and he does not know whether he ought to apply to the county court judge or to a judge of the High Court. If he applies to the judge in chambers he may have *Harris v. Judge* cited against him, and if he contends that the action is not really transferred, as he has not left the papers in the county court, the obvious answer of his opponent is that he was bound to do so under the Act, and ought not to profit by his own *laches*. If he applies to the county court he is met by the objection that, the action being concluded by the terms arranged, there is nothing left to try in the county court. Here is a question of "practice and procedure" fit for the Court of Appeal.

It may not be out of place to offer a suggestion for the

consideration of the masters in making these orders under order 14. By rule 8 of that order the master is empowered, in giving leave to defend, to order trial without pleadings, or to order the action to be entered in the special list for summary trial forthwith. Surely with these facilities for cheap and expeditious disposal of the whole case by the High Court there is no longer any necessity for remitting these residues of actions to county courts. It would save a great deal of trouble and expense and clear away a lot of difficulties if summary trial or trial without pleadings in the High Court were ordered in lieu of remission to the county court. Indeed, the best solution of the difficulty would be to empower the masters to try these residues of actions themselves, in accordance with the suggestion we put forward last week (*ante*, p. 108). When we consider that with such a trifling adaptation of its machinery the High Court could try these cases quicker and with less expense than they can be tried in the county courts, it seems to us a mistake for any action partly dealt with in the High Court to be remitted to a county court.

## THE COPYHOLD ACT, 1894.

### II.

*Voluntary enfranchisement.*—The provisions for voluntary enfranchisement are required for cases whether either the lord or the tenant has less than an estate in fee simple in possession or corresponding copyhold or customary estate. Section 14, reproducing section 56 of the Act of 1841, enables the lord of any manor, with the consent of the Board of Agriculture, to enfranchise any land held of the manor, and enables any tenant, with the like consent, to accept an enfranchisement of his land. Just as under the Act of 1843, the compensation may be a gross sum, or a rent-charge charged on the land enfranchised, or a conveyance of land, or of a right to mines or minerals convenient to be held with the manor, or a conveyance of a right to waste in lands belonging to the manor (section 15). A rent-charge may be either a fixed sum, or, where it exceeds 20s., an annual sum varying with the price of corn. A voluntary enfranchisement is effected with the consent of the Board of Agriculture by such a deed as would be proper on an enfranchisement by a lord seized in fee (section 16). Usually, however, a voluntary enfranchisement by a lord with a limited estate can be effected without recourse to the Board of Agriculture under the provisions of the Settled Land Acts.

*Effect of Enfranchisement.*—Section 21 collects from various Acts the provisions with respect to the effect of enfranchisement. The land becomes of freehold tenure and, save so far as concerns the custom of gavelkind in Kent and the rights of persons married before the date of the enfranchisement, it is freed from special customs relating to descent, dower or freebench, or tenancy by the curtesy. Instead of these it is subject to the same law of descent, dower, and curtesy as is applicable to land held in free and common socage. But in case of an escheat for want of heirs the lord is entitled to the same right as he would have had if the land had not been enfranchised. This provision reproduces section 4 of the Act of 1887. Moreover, enfranchisement has to be considered, not only in respect of the change in the tenure of the land, but in respect of its possible effect on rights and interests depending on the copyhold title. The 2nd sub-section of section 21 repeats accordingly the rule laid down in the Act of 1852, that such rights and interests, whether arising under a will, settlement, mortgage, or otherwise, shall continue to attach upon the land enfranchised in the same way as nearly as may be as if the freehold had been comprised in the instrument or disposition by which they were created. Having regard to this provision, it was, perhaps, hardly necessary to enact separately, as is done by clause (c) of the 1st sub-section, that "every mortgage of the copyhold estate in the land shall become a mortgage of the freehold for a corresponding estate." An enfranchisement does not deprive the tenant of any commonable right in the land enfranchised (section 22), nor does it, without the express consent in writing of the lord or tenant respectively, affect the rights of either of them in respect of mines and minerals (section 23). A correspondent recently (*ante*, p. 41) suggested a doubt whether this



latter provision was consistent with the provision of section 21 (3), that where enfranchised copyhold lands are let on lease the freehold into which the copyhold is converted becomes the reversion expectant on the lease. It does not seem, however, that this clause, which reproduces section 44 of the Act of 1852 as explained by section 41 of the Act of 1887, has any direct connection with section 23, which reproduces section 48 of the Act of 1852. The copyhold land becomes freehold, and the rights and liabilities of the copyholder and his tenant *inter se* remain unaltered. But at the same time the rights of the lord and copyholder in respect of mines and minerals continue as though the enfranchisement had not been effected.

*Consideration-money, rent-charges, and expenses.*—As we have already seen, the first part of the Act deals with the mode in which the amount and form of the compensation are ascertained. The fourth part contains provisions as to its payment. In the case of voluntary enfranchisements under the Act of 1841, the compensation was paid to the lord, if absolutely entitled; if he was a limited owner, or was under legal disability, and the amount was not less than £200, it was paid into court; under similar circumstances, if the amount was under £200 and over £20, it was, at the option of the lord or his guardian, &c., either paid into court or to trustees; if it was not over £20, it might, if the Copyhold Commissioners thought fit, be paid to the lord for his own use (sections 73 to 75). In the event of a payment being made to a lord not entitled under the Act to receive it, the land enfranchised remained charged with the amount in favour of the person entitled (section 76). In considering this last provision, which is reproduced in section 26 (4) of the recent Act, it must be remembered that, by the definition clause (section 102), the word "lord," as used in the Act of 1841, included the lord *de facto*, whether lawfully entitled or not, and that an enfranchisement under that Act, made by a lord without title, was effectual (*Kerr v. Pawson*, 6 W. R. 447). In the event of the consideration-money being paid to a lord seized in fee *de facto* merely and not *de jure*, section 76 appears to have secured the true lord against loss of the money by giving him a charge on the land enfranchised, and the *quondam* tenant had his remedy over against the recipient of the money.

This system seems to have been open to the objection that on a subsequent sale of the enfranchised land it was necessary to show that the land was not charged with the consideration-money under section 47, and the Act of 1852, in authorizing compulsory enfranchisement, introduced a system more favourable to the tenant. In certain details, discussed in *Kerr v. Pawson* (*supra*), the Act differed from that of 1841, but ROMILEY, M.R., there held that, in spite of indications to the contrary, an enfranchisement under it was effectual, just as under the Act of 1841, although the title of the lord *de facto* was bad. There was no provision, however, for charging money paid to such a lord on the land. Instead of this, the true lord could only recover against the lord *de facto* (section 47). The provisions with respect to the mode of payment by the tenant were similar to those of the earlier Act, save that the consideration-money might, at the option of the lord, be paid either into court or to trustees, although it was over £200. There was no strict investigation by the commissioners of the lord's title, but the lord and his steward might shew a *prima facie* title by statutory declaration (section 22), and, if there was any doubt as to its validity, the commissioners might direct the compensation to be paid into court.

The Act of 1887 introduced a further change in favour of the tenant. It enabled him to pay the money into the hands of the lord for the time being, although his estate was limited (section 25), and even though he had no title (section 49). This effectually discharged the tenant, and the lord was bound to apply the money, under the direction of the commissioners, in accordance with the provisions of the Acts.

The general result was that the tenant was quite absolved from inquiring into the lord's title, whether for the sake of securing the validity of the enfranchisement or of obtaining a receipt for the consideration-money. It was enough for him that he was dealing with the lord *de facto*. The enfranchisement was carried through with such lord and the money paid to him. Before the Board of Agriculture sanctioned the enfranchisement, it was necessary for the lord to shew a *prima facie* title, but he

had not to prove his title strictly, and if he was in fact not entitled, the true lord had no claim on the land: he could only recover the money from the usurper.

The present Act is intended to reproduce this state of things, and the sections of Part IV. form, in their simplicity and arrangement, a marked contrast to the sections of the previous Acts to which we have been referring. The money is paid to the lord for the time being, and the Board of Agriculture directs him as to its application: section 26 (1). If he has only a limited interest in the manor, and if the sum exceeds £20, it is, at the option of the lord (*cf.* section 32 (3)), paid into court or to trustees; if it does not exceed £20, the Board may direct it to be retained by him for his own use. The provision that the Board may require from the lord or his steward a statutory declaration shewing his title is contained in Part V. of the Act (section 51); and if a satisfactory *prima facie* title is not shewn they may direct the compensation to be paid into court or to trustees. Hence, whatever be the title of the *de facto* lord, the tenant obtains an effectual enfranchisement, and he gets a good discharge for the consideration-money. As might be expected, section 26 goes on to provide, by sub-section (3), for the case where payment is made to a lord with a bad title. The true lord has no claim against the land at all, for after enfranchisement it is free from all manorial claims (unless, like escheat, expressly reserved). His only remedy is that given by the statute—namely, his right to recover the money from the lord *de facto*. This provision is a re-enactment of section 47 of the Act of 1852, and here, apparently, the draftsman should have stopped. But he has made the Legislature re-enact also the provision of section 76 of the Act of 1841, which, as we have seen, was meant to give a charge on the land, and which seems to have been impliedly repealed by the Act of 1852. There is, however, a slight alteration in the present clause. Section 76 of the Act of 1841 spoke of payment to a "lord" not entitled under the provisions of the Act to receive it; but this provision would now be meaningless, for a "lord" must be at least a lord *de facto*, and the lord *de facto* is entitled to receive the consideration-money. The inconsistency is avoided by changing the word "lord" to "person," so that the charge on the land only arises in the event of the money being paid "to a person who is not entitled to receive it under the provisions of this Act." It can only arise, therefore, where payment has been made to a person who is not even lord *de facto*. Such an event seems to be practically impossible, having regard to the means of knowledge of the tenant and the declaration required by the Board of Agriculture; but the result of the re-enactment of the provision is to make it possible for a charge for compensation to exist on enfranchised land, and thus to reverse the policy of the Act of 1852. The foregoing discussion will shew that the matter is one of some complication; but we imagine that section 76 of the Act of 1841 has been re-enacted in section 26 (4) of the present Act by inadvertence.

## REVIEWS.

### RES JUDICATA.

A TREATISE ON THE LAW OF RES JUDICATA, INCLUDING THE DOCTRINES OF JURISDICTION, BAR BY SUIT, AND LIS PENDENS. By HUKM CHAND, M.A. W. Clowes & Sons (Limited).

This is an elaborate treatise of 764 pages on the law of *res judicata* in its application to civil proceedings, by an author who states that he has had to rely entirely on his own library for his authorities (there are about 4,000 cases quoted). He has endeavoured to produce a book which deals exhaustively with the whole subject so far as developed in India, England, the United States, and our Australian Colonies, and has succeeded very well. We put India first in the list, as being the author's own country, and as being, from the litigious character of its inhabitants, specially fertile in producing cases on the subject. Perhaps India may claim the palm for bringing the doctrines in all their general forms to perfection. For an English lawyer this book is almost too vast, as it has a large number of cases that can only arise under the Indian Code, and it is, we think, safer for him to rely on English and Irish decisions in all cases in which they are sufficiently applicable and clear. Where such are wanting Mr. Chand's book will be found a mine of principle and authority. First find your English case, and then turn it up in this

new book, and it will generally be discovered together with many other authorities. We say this, also, because we have found the index insufficient, differing herein from the opinion of the author, as expressed in his preface.

In some cases, however, there will be disappointment, as many matters which are of importance in England have not found place in a book of so general a purpose. Thus such a subject as an appeal to quarter sessions by way of rehearing does not come under the subject of "review," and, as we think, quite properly. But when we come to such a heading as "Competency of jurisdiction does not involve finality of decision" (pp. 20, 393), while we are given some important Indian authorities, we miss some decisions on the effect of a county court judgment on subsequent proceedings in the High Court. We have, for instance, a case which decides "that a decision by an assistant commissioner as to the existence of the consideration for a bond, in a previous suit for some interest due on the bond, did not constitute *res judicata* in a subsequent suit for the amount of the bond, which was beyond the assistant commissioner's jurisdiction." This is a highly important decision, but difficult to find without the assistance of *Campbell v. Loader* (1865, 13 W. R. 348, 3 H. & C. 520) and *Hodson v. Walker* (1872, 20 W. R. 489, L. R. 7 Ex. 55), the former of which decided that a judgment in ejectment in a county court is not conclusive in a subsequent action in the High Court for mesne profits in the form of an action for trespass *vi et armis*; the county court having no jurisdiction in the latter case.

Mr. Chand has incorporated into his book a chapter on *Lis Pendens*, and we notice that, relying on certain American authorities, he concludes that the doctrine that alienations *pendente lite* are subject to the decree in the action applies with equal force to personal as to real estate. The recent decision, however, of *Wigram v. Buckley* (38 SOLICITORS' JOURNAL, 680; 1894, 3 Ch. 483) shews that, as far as England is concerned, this is not true, in the absence of notice. The pendency of foreign actions forms part of the chapter, but we do not notice *Peruvian Guano Co. v. Bockwoldt* (1889, 31 W. R. 851, 23 Ch. D. 225).

In conclusion, we consider that this book, though to be used with caution on account of the varying systems of law with which it deals, is distinctly one that ought to be in all the larger legal libraries. We regret that the type and printing cannot be commended, and we consider that no demands of a publisher can excuse thirty-eight pages of *addenda et corrigenda*.

#### BOOKS RECEIVED.

A Collection of Statutes relating to Criminal Law. Reprinted from the Fifth Edition (by J. M. LEE, Barrister-at-Law) of Chitty's Statutes of Practical Utility. With an Introduction and Index. By W. F. CRAIG, Barrister-at-Law. Sweet & Maxwell; Stevens & Sons.

The London Building Act, 1894 (57 & 58 Vict. c. ccciii.). With Introduction, Notes, and Index, and a Table shewing how the former Enactments relating to Buildings have been dealt with. By W. F. CRAIG, Barrister-at-Law. Sweet & Maxwell; Stevens & Sons.

An Analysis of the Eleventh Edition of Snell's Principles of Equity, with Notes thereon. By E. E. BLYTH, LL.D., B.A. (Lond.), Solicitor. Fifth Edition. Stevens & Haynes.

The Students' Guide to Constitutional Law and Legal History. By JOHN INDERMAUR and CHARLES THWAITES, Solicitors. Geo. Barber.

#### CORRESPONDENCE.

##### PILLERS v. EDWARDS.

[To the Editor of the Solicitors' Journal.]

Sir,—I have read your recent observations on *Pillers v. Edwards* with interest, and, as I was solicitor for the defendant in this case and plaintiff in the case of *Hood Barrs v. Cathcart*, I should be glad if you would insert this letter.

The exact point raised in *Pillers v. Edwards* was decided in the Appeal Court No. 1 (Lord Esher, M.R., and Kay and A. L. Smith, L.J.J.) on the 23rd of July. The facts in this case were as follows:—On the 25th of March, 1894, rents accruing from a life estate alleged to be subject to a restraint became due to Mrs. Cathcart. On the 9th, 16th, and 23rd of April and 4th of May, 1894, orders were made against Mrs. Cathcart for payment of certain costs to me. I applied to have the moneys which became due on the 25th of March applied in payment of the costs under the orders of the 9th, 16th, and 23rd of April and the 4th of May. The court decided that this could not be done, since the restraint on anticipation applied after the rents were due; and Kay, L.J., in his judgment stated as follows:—"Now, except that (i.e., another point), there is really nothing that is worth attending to, because this court did deliberately decide, and decided with a deliberation which this gentleman who has been entertaining us so long [i.e., about fifty minutes] does not seem to have had the slightest idea of, that the

restraint on anticipation does exist after the rents become due and until they have reached the hands of the person entitled to them.

We have decided that. If he can get it upset in the House of Lords, very well; but, while it has been so decided, it is binding on us. Therefore there is another reason why these rents which have been received by the receiver are subject to a restraint on anticipation until they reach the hands of Mrs. Cathcart. For all these reasons the argument which has been addressed to us is a perfectly hopeless one, and I think this application should be dismissed, with costs." Lord Esher and A. L. Smith, L.J., concurred.

In giving judgment in *Pillers v. Edwards*, A. L. Smith, L.J. (after dealing with the judgment of Lord Davey in *Hood Barrs v. Cathcart*, and stating that that judgment did not touch the point at all), states as follows:—"But, in the second case—or what I may call the second case—of *Hood Barrs v. Cathcart*, although it is by no means the second case, the judgment of the Court of Appeal was delivered by Kay, L.J., and I cannot read the judgment which was then delivered—and to which I was a party—without coming to the conclusion that this court did hold then that, until the money comes into the hands of the married woman, she is restrained from anticipation. . . . I say until the money comes into the hands of the married woman it is not free money and it is not unfettered from the restraint on anticipation. That we held that in that case, in my judgment, is beyond all doubt. Mr. Wallace says to-day that it was not necessary to the decision, and I think he is well founded in that. I do not think it was necessary to the decision, but that we actually decided it I cannot have a doubt. . . . This point did come up again on the 23rd of July, in another case of *Hood Barrs v. Cathcart*, which one may call the fourth action. There again Kay, L.J., affirmed what I have already been pointing out we had held in the Court of Appeal in *Hood Barrs v. Cathcart* (No. 2). It seems to me to be impossible, therefore, now for us to say that that was bad law. . . . I think we should be stultifying ourselves if we were to say now that a receivership order ought to be made. In my opinion it ought not."

HOOD BARRS?

12, Clement's-inn, Strand, London, W.C.

#### THE FINANCE ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Can your readers throw any light on the following points arising under a will?

(a) Testator directs that his widow shall be at liberty, if and so long during her life as she shall think fit, to have the occupation of his mansion-house and certain specified freehold lands, and of certain effects, afterwards constituted heirlooms.

(b) Bequeaths the heirlooms (subject to widow's enjoyment thereof) to trustees on trust to devolve with the settled estates.

(c) Devises his estates (subject to his widow's occupation of the parts specified), excepting such parts as are copyhold or leasehold, to the use of his eldest son during his life, with remainders over in strict settlement.

(d) Devises copyholds to the use of his trustees, and bequeaths leaseholds to his trustees on trusts corresponding with the uses of the freeholds.

(e) Creates a residuary fund out of his personal estate (except leaseholds) for payment of funeral and testamentary expenses and debts, for payment of an annuity to the widow, and, subject thereto, for his younger sons.

1. Is the widow accountable for such part of the settled freehold estates as she is given the liberty to occupy, and may she raise the estate duty and settlement estate duty thereon by sale, mortgage, or terminable charge under section 9 (6)?

2. The executors are, of course, accountable for the value of the heirlooms. Is the estate duty and the settlement estate duty upon them payable out of the residuary fund?

3. The eldest son is, of course, accountable for the freeholds devised to him for life in possession, and may raise the duties under section 9 (6).

4. (i.) The trustees appear to be accountable for the copyholds, and may raise the duties. (ii.) The executors appear to be accountable for the leaseholds, and must, it is presumed, pay both the estate duty and the settlement estate duty (?) thereon out of the residuary fund. (If so, this seems particularly unfair to the residuary legatees).

The testator also settles sums of £10,000 apiece on such of his daughters as shall attain the age of twenty-five and their children, such sums to be appropriated out of his interest in a partnership concern. Is the settlement estate duty on these sums payable out of the residuary fund or out of the settled sums themselves?

13, New-inn, W.C.

WILLIAM VAN SOMMER.

#### WHAT IS AN "EQUITABLE MORTGAGE"?

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the letter of your correspondent "Constant



Reader," in your issue of the 1st inst. under this heading, I was recently required by a purchaser's solicitor to submit for adjudication an equitable mortgage containing a power of sale which had been stamped by me with an *ad valorem* duty of 1s. per cent., but the authorities at Somerset House held the document to be insufficiently stamped, and required me to pay, and I did pay, in addition to the difference between the 1s. and the 2s. 6d. per cent. duty, the penalty of £10, although the Board afterwards returned me the penalty.

The Board contend that the *ad valorem* duty of 1s. per cent. must be strictly confined to such documents as come within the definition of an equitable mortgage in section 86, sub-section 2, of the Stamp Act, 1891, and that unless a document is brought strictly within that definition, which operates by way of exception, it is a mortgage, and liable to the 2s. 6d. per cent. *ad valorem* duty. Where the document confers a power of sale, they contend that it cannot be said to be a mere memorandum relating to deposit of title deeds of property or merely creating a charge on such property.

It was, I believe, at the instance of bankers, and in order to provide for a cheaper *ad valorem* duty in the case of ordinary bankers' charges, that the 1s. per cent. duty was originally introduced into the 1888 Act, and if the document in any way travels beyond the words of the section, as, for example, by legally assigning even an equitable interest only in land, the Board hold that it no longer falls within the exception, but attracts the higher rate of duty.

W. R. J. HICKMAN.

27, King-street, Cheapside, E.C., Dec. 19.

[We should like to see the ruling of the Somerset House authorities tested by an appeal to the court.—Ed. S. J.]

#### MOTIONS IN THE CHANCERY DIVISION.

[To the Editor of the Solicitors' Journal.]

Sir,—I should like to ask, through your columns, whether it is really intended to expedite the hearing of motions in the Chancery Division, and, if so, when? My experience may, perhaps, be of interest to some of your readers.

Write issued 6th November, 1894. Notice of motion served on the 12th November, for hearing before Mr. Justice North, sitting for Mr. Justice Chitty, for 15th November, when same was not reached, nor was it reached on the 22nd or 30th November, 5th, 6th, 7th, or 18th inst. It is needless to say that I briefed a junior only, and I suppose it will now go over until next sittings.

Surely the Incorporated Law Society should see that this is altered, or pressure put on the Lord Chancellor with a view of having a rule made to enter all motions in a list and let them take their turn, instead of the present anomalous proceeding of waiting until the "silks" have finished moving two motions each.

This is one of the cases in which there is practically one law for the rich and another for the poor.

A SOLICITOR.

#### NEW ORDERS, &c.

##### SUPREME COURT FUNDS RULES, 1894.

I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of Her Majesty's Treasury, do hereby, in pursuance of the powers contained in "The Court of Chancery Funds Act, 1872," "The Supreme Court of Judicature Act, 1875," "The Supreme Court of Judicature (Funds, &c.) Act, 1883," "The Supreme Court of Judicature (Procedure) Act, 1894," and of every other power enabling me in that behalf, make the following Rules:—

##### I. OPERATION OF RULES AND INTERPRETATION OF TERMS.

1. *Commencement of Rules and short title.* These Rules shall come into operation on the 1st day of January, 1895, and may be cited as "The Supreme Court Funds Rules, 1894."

2. *Repeal of existing Rules.* All other Rules or General Orders prescribing the mode of dealing with funds in Court, and containing any provisions relating to funds in Court inconsistent with these Rules, are hereby revoked and these Rules substituted therefor, as from the same day:—Provided that the Rules hereby revoked shall continue to apply to Orders made but not fully acted upon before these Rules come into operation, so far as is indispensable for the purpose of duly giving effect to such orders.

3. *Interpretation of terms.* In these Rules and in Orders as herein prescribed and defined terms shall have the same meaning as the same terms are defined to have in the Rules of the Supreme Court, 1883, and the following words shall have the several meanings hereby assigned to them, viz.:—

"Paymaster" means Her Majesty's Paymaster General for the time

being for and on behalf of the Supreme Court of Judicature, or the Assistant Paymaster General for Supreme Court business for the time being deputed by the Paymaster General to act on his behalf for such business:

"Pay Office" means the Paymaster General's Office for business of the Supreme Court of Judicature:

"Pay Office Account" means the account of the Paymaster General for the time being for and on behalf of the Supreme Court of Judicature:

"Audit Office" means the Office of the Comptroller and Auditor General in which the audit of the accounts of the Pay Office is conducted:

"Bank" means the Bank of England, or the Governor and Company of the Bank of England, and includes for District Registry purposes the branch banks of the Bank of England in Liverpool and Manchester:

"Company" includes corporation or body corporate:

"Person" includes a firm:

"Government Securities" means New Consols, or £2½ per centum Annuities, or £2½ per centum Annuities, or Local Loans Stock:

"Funds" or "funds in Court" means any money, Government stock or annuities, or other securities, or any part thereof standing or to be placed to the Pay Office Account in the books of the Bank of England or of any other Company, and includes boxes and other effects:

"Lodge in Court" means pay or transfer into Court, or deposit in Court:

"Lodgment in Court" means payment or transfer into Court, or deposit in Court:

"Title of the cause or matter" means the short title of the cause or matter, with the reference to the Record:

"Ledger credit" means the title of the cause or matter and the separate account (if any) opened or to be opened under an Order or otherwise, in the books of the Paymaster, to which any funds are credited or to be credited:

"Order" means an Order of the Supreme Court of Judicature or of the High Court of Justice or Court of Appeal, whether made in Court or in Chambers, and an Order in Lunacy, and includes a judgment or decree, and a report of a Master in Lunacy, confirmed by fiat, and thereby receiving the operation of an Order under the Lunacy Regulation Acts for the time being in force, or any general Order made thereunder; and a certificate of a Master in Lunacy to be acted on without further Order; and includes the Schedule or Schedules to an Order:

"Direction" means any cheque, draft, or authority issued to the Bank of England, or to any other Company, which relates to money or securities standing or to be placed to the Pay Office Account; and includes any authority for the payment of money through the agency of the Post Office:

"Court" means the Supreme Court of Judicature or the High Court of Justice or any Division thereof, or the Court of Appeal:

"Registrar" means a Registrar of the Chancery or of the Probate, Divorce, and Admiralty Divisions of the High Court of Justice, and a Registrar in Bankruptcy; also the District Registrars of the Court in Liverpool and Manchester; and includes the officer whose duty it may be under any General Orders in Lunacy for the time being in force to draw up and issue Orders in Lunacy:

"Chief Clerk's certificate" or "certificate of a Chief Clerk" means a certificate made by a Chief Clerk of the Chancery Division of the Court or by a District Registrar of the Court in Liverpool or Manchester acting as a Chief Clerk:

"Taxing officer" means a Taxing Master in the Chancery Division of the Court, and the Master or person whose duty it is to tax the costs in the other Divisions or in Lunacy:

"National Debt Commissioners" means the Commissioners for the reduction of the National Debt:

"Statutory declaration" means a declaration under the Statutory Declarations Act, 1835 (5 & 6 Wm. 4, c. 62), subject to the provisions of 44 & 45 Vict. c. 41, s. 68:

In causes and matters proceeding in a District Registry, "Master," "Chief Clerk," and "Taxing officer" mean District Registrar:

Words importing the singular number only include the plural number, and words importing the plural number only include the singular number:

Words importing males include females.

##### II. PREPARATION OF ORDERS IN THE CHANCERY DIVISION AND IN LUNACY TO BE ACTED UPON BY THE PAYMASTER, AND PARTICULARS RELATING THERETO.

4. *Application of Rules 5 to 27 inclusive.* The rules next following, numbered severally 5 to 27 inclusive, shall apply only to causes and matters in the Chancery Division, and (so far as the same are applicable) to matters in Lunacy.

5. *Order for funds to be brought into Court to have a Lodgment Schedule.*] Every Order which directs funds to be lodged in Court shall have annexed thereto as part thereof a Schedule, to be styled the Lodgment Schedule, which shall be headed with the title of the cause or matter, the date of the Order, and the title of the ledger credit to which the funds are to be placed; and shall set out in a tabular form:—

(a.) The name, or a sufficiently identifying description of the person by whom the funds are to be lodged:

(b.) The amount, if ascertained, and the description of the funds.

The authority for a lodgment of the proceeds of the sale of any property which has been directed by an Order to be sold, and for a lodgment of Receivers' balances, may be a Lodgment Schedule signed by a Chief Clerk; and such Lodgment Schedule shall operate in the same manner as a Lodgment Schedule annexed to an Order.

The Lodgment Schedule shall be prepared upon a printed form according to the Form No. 1 in the Appendix to these Rules, and as nearly as may be in the manner shewn by the specimen entries appended to such Form; and may direct the investment and accumulation of the funds or the dividends or interest on the funds to be lodged; and may also direct that the funds shall not be dealt with without notice to the purchaser or other person named in such Schedule.

6. *Order for funds to be paid out, &c., to have a Payment Schedule.*] Every Order which directs funds in Court to be paid, sold, transferred, or delivered, or carried over to any other ledger credit than that to which the same are standing, or to be otherwise dealt with by the Paymaster, shall have annexed thereto as part thereof a Schedule, to be styled the Payment Schedule, which shall be headed with the title of the cause or matter, the date of the Order, and the ledger credit to which the funds dealt with are standing. The Payment Schedule shall contain as part of the heading a statement of the funds with which, or with part of which, or with the interest or dividends on which the Paymaster is to deal, describing them if already in Court as they appear in the Paymaster's certificate, or if not already in Court stating the source from which they are to be derived. The Payment Schedule shall set out in a tabular form:—

(a.) The name of each person to whom a payment, transfer, or delivery of any funds is to be made: unless the name is to be stated in a certificate of a Chief Clerk or a Master in Lunacy or a Taxing Officer, or unless such payment, transfer, or delivery is to be made to trustees or other persons in succession, or to representatives when no probate or letters of administration shall have been taken out at the date of the Order. The name shall be in full (the christian name preceding the surname) except in the case of a payment to a firm, when the business title of such firm may be stated; and when a payment is to be made to a person named in the Schedule, the address (if known at the time of preparing the Schedule) of such person, or in the case of a payment to two or more persons jointly of one of such persons, shall be stated in the Schedule:

(b.) The title of the ledger credit or separate account to which any funds are to be carried over:

(c.) The amount and description of the funds in each case to be paid, sold, transferred, delivered or carried over, so far as the same can be ascertained at the date of the Order, except in the case of aliquot parts of an ascertained amount; and where the actual amounts to be dealt with cannot be ascertained at the date of the Order, and are not to be subsequently ascertained by any means provided for by the Order or by these Rules, the aliquot parts to be dealt with:

(d.) The nature and necessary particulars of any other dealings with such funds by the Paymaster.

In the body of the Schedule short descriptions may be used, and it shall not be necessary to add that the specific amounts dealt with form part of the larger amount of any like funds mentioned in the heading. The word "interest" in the Schedule shall, unless otherwise specified, mean the dividends and interest on all the funds mentioned in the heading.

The Payment Schedule shall be prepared upon a printed form according to the Form No. 2 in the Appendix to these Rules, and as nearly as may be in the manner shewn by the specimen entries appended to such Form.

7. *When a separate account is opened.*] When funds in Court are by an Order directed to be carried over to a separate account, the title of the ledger credit to be opened for the purpose shall, unless the Order otherwise directs, commence with the title of the cause or matter to which such funds are standing.

8. *When both a Lodgment and Payment Schedule to be annexed.*] Every Order which directs or authorises the lodgment of funds in Court and also deals with such funds or any part thereof, or with any funds already in Court to the same ledger credit, shall have annexed thereto as part thereof a combined Lodgment and Payment Schedule, in the Form No. 3 in the Appendix to these Rules.

9. *Separate Schedule for each ledger credit.*] When funds to be lodged in Court under an Order are by the same Order directed to be placed to two or more ledger credits, separate Lodgment Schedules shall be made out for such respective ledger credits; and when funds standing to two or more ledger credits are dealt with by the same Order, separate Payment Schedules shall be made out for such ledger credits respectively.

10. *Instructions to Paymaster to be solely contained in Schedule.*] The Lodgment and Payment Schedules, respectively, shall contain the whole of the instructions intended by the Orders of which they severally form part to be acted upon by the Paymaster, and all particulars necessary to be known by him, so far as such instructions and particulars are capable of being expressed at the date of the Order, and the Paymaster shall only be responsible for giving effect to such instructions so intended to be given by the Order as are expressed in the Lodgment or Payment Schedule thereto. The instructions and particulars contained in a Lodgment or Payment Schedule shall not be set forth in the body of the Order, but shall only be therein referred to as appearing by the Schedule, unless for any special cause it shall, in the opinion of the Judge by whom the Order is made, or the Registrar by whom the same is drawn up, be necessary to set forth some part of such instructions or particulars both in the body of the Order and in the Schedule.

11. *When sums are to be ascertained by certificate, &c.*] When an Order directs any sums to be ascertained by the certificate of a Chief Clerk or Taxing officer, or a Master in Lunacy, or in any other manner, and to be afterwards dealt with by the Paymaster, it shall be so expressed in the Payment Schedule; and such certificate or other authority, or a duplicate or an office copy of the same, or of so much thereof as shall be necessary, shall be sent to the Paymaster. Such certificate shall be printed or partly printed, and as nearly as may be in the Form No. 4 appended to these Rules.

12. *Certificate for payment of taxed costs.*] When an Order directs payment out of a fund in Court of any costs directed to be taxed by a Taxing officer, the Taxing officer shall state in his certificate the name and address of the person to whom such costs are payable. Such certificate shall be printed, or partly printed, and as nearly as may be in the Form No. 5 appended to these Rules, and a duplicate or an office copy thereof shall be sent to the Paymaster.

13. *Interest how ascertained.*] When interest not directed to be certified is payable in respect of any money in Court directed by an Order to be dealt with by the Paymaster, there shall be stated in the Payment Schedule the rate per centum at which, and (if the day to which interest is payable can be fixed by the Order) the day (inclusive) to which such interest is to be computed, and the amount of such interest.

14. *When the day to which interest is payable cannot be ascertained.*] If the day to which interest is payable cannot be fixed by the Order, the day from which (exclusive) such interest is to be computed shall (except in the case of a computation of subsequent interest in the certificate of a Chief Clerk, or a Master in Lunacy) be stated in the Payment Schedule, and such interest may be directed to be computed and certified by a Chief Clerk, or a Master in Lunacy, or (where the computation is dependent upon the taxation of costs) by a Taxing officer.

15. *When interest certified by a Chief Clerk, &c.*] Interest certified by a Chief Clerk, or a Master in Lunacy, or a Taxing officer, may, unless the Order otherwise directs, be computed to a day subsequent to the date of the certificate and to be named therein as the day for payment, so as to allow a reasonable time for doing all necessary acts to enable the payment to be made; and the Chief Clerk, or Master in Lunacy, or Taxing officer, may, if he thinks fit, require a statement in writing of such computation, authenticated by the signature of the solicitor of the person having the carriage of the Order, to be produced before preparing the certificate, but no affidavit verifying such computation shall be required.

16. *When interest to be ascertained by affidavit.*] When the day for payment is not fixed by the Order, and the interest is not directed to be certified as in the last preceding Rule mentioned, such interest shall, without any provision in the Order for that purpose, be ascertained by an affidavit, or by a statutory declaration, in which case such interest shall be computed to a day (inclusive) to be named in such affidavit or declaration, as the day for payment; which day shall not be more than 14 days after the day of swearing such affidavit, or making such declaration; and such affidavit or declaration shall be a sufficient authority to the Paymaster to pay or apply the amount of interest so ascertained in the manner directed by such Order.

17. *Deduction of income tax from interest.*] In every case in which interest is to be computed, income tax (if any) shall, in making such computation, be deducted therefrom at the rate payable during the time such interest accrues, unless the Order otherwise directs; and if income tax has been deducted, it shall be so stated in every such affidavit or declaration as is mentioned in the last preceding Rule.

18. *When dealings by the Paymaster are made contingent upon the*



*execution of particular documents.*] Whenever the dealing by the Paymaster with funds in Court is, by an Order, made contingent upon the execution of some document, it shall be so expressed in the Payment Schedule. The execution of such document shall be certified by a Master in Lunacy, or by a Chief Clerk; provided that in the case of a document in existence at the date of the Order and sufficiently identified in the Schedule, the execution may be directed to be verified by affidavit. Such certificate or affidavit shall state the particular amount of funds to be dealt with, and such certificate shall be printed, or partly printed, and as nearly as may be in the Form No. 6 appended to these Rules.

*19. Periodical payments.*] When an Order directs the payment of dividends, annuities or other periodical payments, to be made by the Paymaster, there shall be stated in the Payment Schedule (except in the case of dividends payable as they accrue due), the time when the first of such payments and all subsequent periodical payments, whether quarterly, half-yearly, yearly, or otherwise, are to be made.

*20. Legacy, estate, and succession duty.*] When an Order directs the payment, transfer, or delivery of funds in Court, in respect of which duty shall be payable to the revenue under the Acts relating to legacy or estate or succession duty, and does not direct the payment of such duty, it shall be stated in the Payment Schedule that such payment, transfer, or delivery is subject to duty, and in such case the Paymaster is to have regard to the circumstance that such duty is payable; and when by an Order funds in respect of which such duty may be chargeable are directed to be invested, carried over, or placed to a separate account, the words "subject to duty" shall be added in the Schedule to the separate account directed to be opened.

*21. Payment, transfer, or delivery to trustees, &c.*] When a person to whom payment, transfer, or delivery of funds in Court is directed is entitled thereto as real estate, or as trustee, executor, or administrator, or otherwise than in his own right or for his own use, the fact that he is entitled to the same as real estate, or the character in which he is so entitled, shall be stated in the Payment Schedule to the Order, or in the certificate of a Chief Clerk, or of a Taxing officer, or of a Master in Lunacy.

*22. Draft Schedule to be prepared by party having conduct of proceedings.*] When an Order is made dealing in any way with funds in Court or to be brought into Court in accordance with minutes agreed upon by the parties, the solicitor of the party whose duty it is to procure the order to be drawn up and entered shall prepare and lodge with the Registrar or other proper officer, for his consideration, draft Lodgment and Payment Schedules, as the case may be, in the same form as the Lodgment and Payment Schedules to an Order, and containing the particulars, so far as the same have been ascertained, which are required by these Rules to be contained in the Lodgment and Payment Schedules of the Order.

*23. Orders how drawn up and entered.*] Every Order which is to be acted upon by the Paymaster shall be drawn up and entered by the Registrar, unless the Judge otherwise directs, and shall either be wholly printed, or, in cases in which printed forms can be used, may be partly in print and partly in writing.

*24. Copy of Schedules for Paymaster.*] When any Order to be acted upon by the Paymaster is left for entry, a further copy of the Schedules thereto, initialed by the Registrar and stamped with his official seal on every leaf, shall be left therewith. Such further copy of the Schedules shall be examined and sealed and marked with a reference to the Order as entered, and shall be sent to the Paymaster.

A copy of a Lodgment Schedule signed by a Chief Clerk (under Rule 5 of these Rules) shall be sent to the Paymaster by the Chief Clerk.

*25. Paymaster to act on copy of Schedules.*] The copy of the Schedules to an order sent to the Paymaster pursuant to the last preceding Rule shall be the Paymaster's authority for giving effect to the several operations directed therein. No part of the Order other than the Schedules thereto shall be sent to the Paymaster.

*26. Additional copies of printed Orders.*] Additional printed copies of Orders or Schedules may be made according to the requirements of the parties or their solicitors, and when such Orders have been entered, such additional copies shall be transmitted to the Central Office, and upon being duly completed and signed or certified by the proper officer, may be issued as office or certified copies.

*27. Amendment of accidental errors in printed Orders.*] Clerical mistakes or errors, or accidental omissions in printed Orders, may be amended in writing: Provided that no amendment shall be made in any Order to provide for a new state of circumstances arising after the date of the Order; nor shall any Order be amended for the purpose of extending the time thereby limited for making any lodgment of funds in Court.

When any such amendment is made in a Schedule to an Order, the copy of such Schedule to be sent to the Paymaster under Rule 24 (if not already so sent) shall be amended and sealed in the manner above provided. If such copy has prior to the amendment been sent to the Paymaster, a notification of the amendment, signed by a Registrar, shall be delivered to the solicitor having the carriage of the Order, who shall

leave such notification at the Pay Office, and produce therewith the amended Order; and the Paymaster shall note such amendment on his copy of the Schedule and act in accordance therewith.

### III. FORM OF ORDERS FOR THE PAYMENT OF MONEY IN THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY DIVISIONS.

*28. Form of Orders in Queen's Bench and Probate, Divorce, and Admiralty Divisions.*] In the Queen's Bench and Probate, Divorce, and Admiralty Divisions an Order for the payment of money to be acted upon by the Paymaster shall be in the Form No 7 in the Appendix to these Rules, or as nearly as may be, and shall be signed by a Master or a Registrar, or by an Official Referee, or by a Clerk of Assize, or an Associate, as the case may be.

### IV. LODGMENT OF FUNDS IN COURT.

*29. All funds lodged in Court to be placed to the account of the Paymaster.*] All funds to be paid into or deposited in Court shall be paid or deposited at the Bank of England (Law Courts Branch), or in the case of funds to be lodged in Court in the District Registries of the High Court in Liverpool or Manchester, at the branch banks of the Bank of England in Liverpool or Manchester, and placed in the books of the Bank to the account of the Paymaster General for the time being for and on behalf of the Supreme Court of Judicature; and the Bank shall cause a receipt to be given to the person making the payment or deposit.

All securities to be transferred into Court shall be transferred to the said account in the books of the Bank or other Company in whose books such securities are registered.

Any effects brought to the Bank to be so deposited in Court shall be deposited in locked boxes, or in such other secure manner as shall satisfy the Bank; and before taking custody of a box the Agent, or other officer acting on behalf of the Bank, may, at his discretion, require an inspection of its contents in presence of the person depositing it.

Cheques for lodgment of money are to be made payable to the Bank of England (Law Courts Branch) for the account of the Paymaster General (and not to the Paymaster personally).

*30. Manner of lodgment of funds in Chancery Division; and particulars to be stated in request.*] In the Chancery Division a direction for a lodgment directed by an Order, or in a Lodgment Schedule signed by a Chief Clerk (in the case of purchase moneys or receivers' balances), shall be issued by the Paymaster upon receipt of a copy of the Lodgment Schedule; and a direction for a lodgment under the Trustee Act, 1893, shall be issued by him upon receipt of an office copy of the Schedule mentioned in Rule 41, or upon receipt of the request and certificate of the Commissioners of Inland Revenue mentioned in that Rule.

The Paymaster, on a request to that effect signed by or on behalf of a person directed by an Order to make a lodgment, may issue a separate direction for lodgment of a part of the sum so directed to be lodged: Provided that the Paymaster shall not further deal, under such Order or under these Rules, with the amount so lodged until the full lodgment directed by the Order has been made; and provided that such lodgment of part of a sum shall not affect or prejudice any liability, process, or other consequences which such person may have become subject to by reason of his default in not lodging the whole sum.

Directions for lodgments in the branch banks of the Bank of England in Liverpool or Manchester may be issued by the District Registrars of the Court in Liverpool and Manchester.

A lodgment of funds in Court not directed by an order may be made upon a direction to the Bank or other Company, to be issued by the Paymaster on a request signed by or on behalf of the person desiring to make such lodgment: Provided that no such lodgment shall be placed in the Pay Office books to a separate account in a cause or matter (except to a security for costs account) unless an order has directed such separate account to be opened.

The request for a direction under this Rule shall state the name of the person by or on whose behalf the funds are to be lodged, the ledger credit in the Pay Office books to which the funds are to be placed, and the date of the authority or certificate (if any) in pursuance of which the funds are to be lodged.

In cases of funds to be lodged in pursuance of the Lands Clauses Consolidation Act, 1845, or of the Copyhold Acts, the further particulars required under rules 39 and 40 shall be stated in the request. And when (otherwise than as hereinbefore provided) funds are lodged in Court in pursuance of an Act of Parliament, under which some specific authority is necessary for such lodgment, the request for a direction for lodgment shall contain a reference to such Act and authority, and the requisite authority shall be left at the Pay Office.

Except in the cases next mentioned, the requests under this Rule shall be in the Forms No. 8 (for money) and No. 9 (for securities), in the Appendix to these Rules.

*Lodgments under Orders XXII. and XXXI. of R. S. C. 1883.*] When money is to be lodged under the provisions of Order XXII. of the Rules of the Supreme Court, 1883 (in any action brought to recover a debt or damages) or under the provisions of Rule 26 of Order XXXI.

of the said Rules, the request shall be in the Form No. 10 in the Appendix to these Rules, and shall contain a statement of the circumstances under which the money is to be lodged, in such of the following terms as may be applicable to the case, viz. :—

- (A.) When the money is to be lodged subject to the provisions of Rule 5 of Order XXII., a statement in the following terms :—  
"Paid in on behalf of defendant in satisfaction of claim of above-named [name of party]." (or "with defence setting up tender".)
- (B.) When the money is to be lodged subject to the provisions of Rule 6 of Order XXII., a statement in the following terms :—  
"Paid in on behalf of defendant against claim of above-named [name of party], with defence denying liability."
- (C.) When the money is to be lodged under the provisions of Rule 26 of Order XXXI., a statement in the following terms :—  
"Paid in to security for costs account on behalf of [name of party]"

31. *Conditional lodgment of money at the Bank in urgent cases.* When it is desired to bring money into Court in the Chancery Division, whether under an Order or otherwise, without waiting the time necessary to obtain a direction for the Bank to receive such money, it may be lodged at the Bank to the credit of a supreme Court Suspense Account (subject to being dealt with as hereinafter mentioned, and not otherwise), upon an application signed by the person desiring to lodge the same, or his solicitor, and addressed to the Bank, specifying the amount, and the title of the ledger credit to which it is desired to be lodged, and upon such lodgment being made one of the cashiers of the Bank shall give a certificate that the amount has been lodged to the credit of the said Suspense Account; and in every case the person making such lodgment, or his solicitor, shall forthwith request the direction of the Paymaster for the Bank to receive the money in the manner provided by the last preceding Rule, and shall leave such direction at the Bank for the purpose of having the money so previously lodged transferred to the Pay Office Account, and placed in the books of the Pay Office to the ledger credit mentioned in such direction.

32. *Manner of lodgment of funds in the Queen's Bench Division.* In the Queen's Bench Division a lodgment of money to the account of the Paymaster shall be made on presentation at the Bank (Law Courts Branch) of a request signed by or on behalf of the person desiring to make such lodgment. Such request for lodgment shall be in the Form No. 11 in the Appendix to these Rules, or as nearly as may be, and shall specify the title of the cause or matter to the credit of which the lodgment is to be placed, and shall also contain a statement of the circumstances under which the money is lodged in such of the following terms as may be applicable to the case, viz. :—

- (A.) When the money is to be lodged subject to Rule 5 of Order XXII. of the Rules of the Supreme Court, 1883, a statement in the following terms :—"Paid in on behalf of defendant in satisfaction of claim of above-named" [name of party], (or "with defence setting up tender").
- (B.) When the money is to be lodged subject to Rule 6 of Order XXII. of the Rules of the Supreme Court, 1883, a statement in the following terms :—"Paid in on behalf of defendant against claim of above-named" [name of party] "with defence denying liability."
- (C.) When the money is to be lodged under Rule 26 of Order XXXI. of the Rules of the Supreme Court, 1883, a statement in the following terms :—"Paid in to security for costs account on behalf of [name of party]"
- (D.) When the money is to be lodged in pursuance of an Order or otherwise than as above specified, a statement of the nature and date of the authority under which the lodgment is made, as for instance :—"Paid in under Order dated the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_" or "Paid in on notice of appeal [in Bankruptcy], dated the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_."

If the lodgment is made upon a notice or pleading, such notice or pleading must be produced at the Bank, and the receipt for the lodgment shall be given thereon; and if the lodgment is made in pursuance of an Order, such Order, or an office copy thereof, must be produced at the Bank by the person making the lodgment.

A lodgment of funds other than money shall be made upon a direction to be issued by the Paymaster upon receipt of a copy of the Order directing such lodgment.

33. *Lodgments under Orders XXII. and XXXI. to be distinguished in Pay Office books.* In every case of a lodgment in the Chancery and Queen's Bench Divisions under the provisions of the said Orders XXII. and XXXI., as provided in the preceding Rules 30 and 32, the Paymaster shall cause an entry to be made in his books indicating the circumstances under which the money is stated to be lodged.

34. *Manner of lodgment of funds in Probate, Divorce, and Admiralty Division; such lodgments to be notified to Registrar.* In the Probate, Divorce, and Admiralty Division a lodgment of funds to the account of the Paymaster shall be made upon presentation at the Bank (Law Courts Branch) of an authority signed by or on behalf of a Registrar. Such authority shall be issued upon a request signed by or on behalf of

the person desiring to make such lodgment. The request shall specify the title of the cause or matter (which in Admiralty actions shall include the name of the ship), and any particulars of the lodgment which may be necessary, and shall be in the Form No. 12 in the Appendix to these Rules.

When the receipt of funds authorised to be lodged as above has been certified to the Paymaster by the Bank, the Paymaster shall cause a notification of the lodgment to be sent to the Registrar by whom or on whose behalf such lodgment was authorised.

35. *Requests and directions may be sent by post.* A request or authority for the issue by the Paymaster of a direction for the lodgment of funds in Court may be sent to the Paymaster by post, and, if so desired by the person sending the same the Paymaster shall send such direction by post to the address specified by such person.

36. *Persons may bring funds into Court in Chancery Division though time limited by Order has expired.* A person directed by an Order in the Chancery Division to make a lodgment in Court shall be at liberty to make the same without further Order, notwithstanding the Order may not have been served, or the time thereby limited for making such lodgment may have expired; and if any further sum of money has by reason of such default become payable by such person for interest, or in respect of dividends, he shall be at liberty to lodge in Court such further sum upon a request as herein-before provided: Provided that any such subsequent lodgment shall not affect or prejudice any liability, process, or other consequences which such person may have become subject to by reason of his default in making the same within the time so limited.

37. *Upon receipt or transfer of funds, direction to be returned to Paymaster.* When funds have been received by the Bank and when securities have been transferred in the books of the Bank or any other Company to the Pay Office Account in accordance with a direction, the Bank or other Company shall forthwith send such direction to Paymaster, with a certificate thereon that the funds specified have been received or transferred as therein authorised, and (in the case of such other Company) shall therewith send the stock or share certificate (if any) of the securities so transferred.

38. *Certificate of lodgment in Chancery Division to be filed.* In the Chancery Division, when any direction or other authority for the lodgment of funds in Court is returned to the Paymaster, with a certificate thereon that the funds therein mentioned have been lodged, the Paymaster shall as soon as practicable file at the Central Office a certificate of such lodgment, and shall therein state the ledger credit to which such funds have been placed in the books at the Pay Office; and an office copy of such certificate of the Paymaster shall be received as evidence of the lodgment.

Certificates or notifications of lodgments at the branch banks of the Bank of England in Liverpool and Manchester (in Chancery and Admiralty causes and matters) shall be transmitted by the Paymaster to the respective District Registrars, and shall be filed in the District Registries (instead of in the Central Office).

39. *When money is lodged under Act 8 Vict. c. 18, s. 69, disability to be stated.* Money lodged in Court in the Chancery Division pursuant to the 69th section of the Lands Clauses Consolidation Act, 1845, in respect of lands in England or Wales, shall be placed in the books at the Pay Office to the credit of Ex parte the promoters of the undertaking, in the matter of the special Act (citing it), and some words shall be added in each case briefly expressive of the nature of the disability to sell and convey, by reason of which the money shall be so paid in, which particulars shall be stated in the request for the direction for the lodgment.

40. *Money lodged under the Copyhold Acts to be specially described.* Money lodged in Court in the Chancery Division pursuant to the Copyhold Acts shall be placed in the books at the Pay Office to the credit of "Ex parte the Board of Agriculture," and of the particular manor in respect of which the money shall be so paid in; and in the request for a direction for the lodgment the name and locality of such particular manor shall be stated.

41. *Lodgments under the Trustee Act, 1893.* When a legal personal representative desires to lodge funds in Court, under the Trustee Act, 1893, without an affidavit, he shall leave with the Paymaster a request signed by him or his solicitor, with a certificate of the Commissioners of Inland Revenue; such request and certificate to be in the Form No. 16 in the Appendix to these Rules, with such variations as may be necessary, or, as regards such certificate, in such other form as shall from time to time be adopted by the said Commissioners with the consent of the Lords Commissioners of Her Majesty's Treasury. The money or securities so lodged shall be placed to the credit mentioned in such request.

When a trustee or other person desires to lodge funds in Court under the Trustee Act, 1893, upon an affidavit, he shall annex to such affidavit a Schedule in the same printed form as the Lodgment Schedule to an order, setting forth :—

- (a.) His own name and address :
- (b.) The amount and description of the funds proposed to be lodged in Court :



- (c) The ledger credit in the matter of the particular trust to which the funds are to be placed :
- (d) A statement whether legacy or estate or succession duty (if chargeable) or any part thereof has or has not been paid :
- (e) A statement whether the money or the dividends on the securities so to be lodged in Court, and all accumulations of dividends thereon, are desired to be invested in any and what description of Government securities, or whether it is deemed unnecessary so to invest the same.

An office copy of such Schedule is to be left with the Paymaster.

42. *Credit to which proceeds of securities and dividends are to be placed.* Any principal money or dividends received by the Bank in respect of securities standing to the Pay Office Account shall be placed in the books at the Pay Office, in the case of principal money to the credit to which the securities whereon such money arose were standing at the time of the receipt thereof, and in the case of dividends to the credit to which the securities whereon such dividends accrued were standing at the time of the closing of the transfer books of such securities previously to the dividends becoming due.

#### V. APPROPRIATION IN THE QUEEN'S BENCH DIVISION OF MONEY LODGED UNDER ORDER XIV.

43. *Appropriation of money lodged under Order XIV. of R. S. C. 1883.* In the Queen's Bench Division, when a defendant has lodged money in Court under Order XIV. of the Rules of the Supreme Court, 1883, as a condition of liberty to defend, and desires to appropriate the whole or any part of such money to the whole or any specified portion of the plaintiff's claim pursuant to Rule II of Order XXII. of the said Rules, he or his solicitor shall leave at the Pay Office a notice of such appropriation in the Form No. 13 in the Appendix to these Rules, specifying the title of the cause or matter to the credit of which the money is standing, the date of the Order under which the money was lodged in Court, and the amount to be appropriated; and whether so appropriated, (A) in satisfaction of a claim, or (B) against a claim, with a defence denying liability; and thereupon for the purposes of payment out of Court, the money mentioned in the notice shall be subject to the next following Rule. The person leaving such notice must produce therewith the original receipt of the Bank for the amount lodged.

(To be continued.)

#### RULES OF THE SUPREME COURT.

THE following draft Rules are published pursuant to the Rules Publication Act, 1893 :—

Copies may be obtained at the Queen's Printers.

#### LOCAL GOVERNMENT ACT, 1894.

##### *Election Petitions.*

THE Rules of 1883, made by the Judges on the Rota for the Trial of Parliamentary Election Petitions, for the effectual execution of Part IV. of the Municipal Corporations Act, 1882, so far as applicable and subject to these Rules, shall apply to Petitions to be presented in respect of Elections under the Local Government Act, 1894, and the Rules made by the Local Government Board thereunder, dated respectively the 13th, 22nd, and 29th days of September, and the 3rd and 15th days of November, 1894.

The amount of the security for costs to be given by the Petitioner in an Election Petition, relating to an Election under the Local Government Act, 1894, and the Rules thereunder made by the Local Government Board, shall be £100, or such greater or less sum as a Judge or the Master (being the prescribed Officer) shall order.

#### COSTS OF ORIGINATING SUMMONS.

The following additions to Appendix N of the Rules of the Supreme Court, 1883, shall be made :—

72a. (Instructions). For statement of facts, such fee may be allowed as the Taxing Officer shall think fit, having regard to all the circumstances of the case.

82a. (Instructions). For brief on hearing of an originating summons, or hearing of a summons under Section 10 of the Companies (Winding-up) Act, 1890 :—Lower scale £1 1s.; higher scale, £2 2s.

130. (Perusal). After "of special case" insert "or statement of facts."

#### TRANSFER OF ACTION.

##### ORDER OF COURT

Monday, the 17th day of December, 1894.

I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the action of "Charles Caesar Hopkinson and another v. The London Music Publishing Company Limited and another" (1894—H—2528) shall be transferred from the Honourable Mr. Justice Kekewich to the Honourable Mr. Justice Vaughan Williams.

HERSCHELL, C.

## CASES OF THE WEEK.

### Court of Appeal.

VESTRY OF ST. MARTIN-IN-THE-FIELDS v. BIRD—No. 1, 18th December.

METROPOLIS—SEWER—"DRAIN"—DRAIN RUNNING ALONG ARCADE—LIABILITY TO REPAIR—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. C. 120), s. 250.

Appeal from the judgment of the Divisional Court (Mathew and Kennedy, JJ.) in favour of the defendant. The action was brought for a declaration that the defendant was liable to execute such works in the Lowther Arcade, Strand, as might be necessary to abate and keep abated a nuisance arising from the condition of the drainage therein; and by consent a case was stated for the opinion of the court. The question was whether the central drainage arrangement of the Lowther Arcade was a "drain" within the meaning of section 250 of the Metropolis Management Act, 1855, which provides that the word "drain" shall mean and include any drain used for the drainage of one building only or of premises within the same curtilage, and made merely for the purpose of communicating with a sewer into which the drainage of two or more buildings or premises occupied by different persons is conveyed; and "sewer" includes sewers and drains of every other description. By sections 68 and 69 sewers are vested in the vestry, who must keep them in repair. The Lowther Arcade was a passage arched over by a common roof, with twenty-five houses and shops therein, let to different occupiers on leases, some of whom lived in the houses over the shops. The Arcade ran from the Strand to Adelaide-street, and the whole was held by the defendant under a lease granted by the Commissioners of Woods and Forests in 1833. The Arcade was constructed and drained before 1856. The houses and shops were approached by the central passage, and at each end of the passage were gates, enabling the passage to be closed so as to exclude the public. The gates were closed every evening at nine. The passage was the property of the defendant, and there was no public right of way over it, and all expenses of repairs thereto had hitherto been borne by the defendant. The drain ran down the centre of the Arcade into the sewer in the Strand, receiving in its course the drainage of the houses and shops forming the Arcade. The plaintiffs contended that the Arcade was either "one building" or "premises within the same curtilage," and that the central drainage arrangement was a "drain" within the meaning of section 250 of the Metropolis Management Act, 1855; and the defendant contended that the central drainage arrangement was a "sewer" vested in the vestry, who were liable to repair it. The Divisional Court gave judgment for the defendant.

THE COURT (Lord Esher, M.R., and Lopes and Rigg, L.JJ.) dismissed the appeal. They said that it would be absurd to call this place, where there were twenty-five houses and shops, one building; nor could it be called premises within the same curtilage. Therefore the central drainage arrangement was not a "drain" within the definition given in section 250 of the Metropolis Management Act, 1855.—COUNSELL, Finlay, Q.C., and Bevan; J. Lawson Walton, Q.C., and Macmorran. SOLICITORS, Fladgates; Shepherds & Bird.

[Reported by W. F. BARRY, Barrister-at-Law.]

REDDAWAY v. BANHAM—No. 1, 18th December.

TRADE-MARK—TRADE NAME—ACCURATE DESCRIPTION OF GOODS—APPLICATION IN TRADE TO PLAINTIFF'S GOODS—RIGHT TO EXCLUSIVE USE—LIKELIHOOD OF DECEIVING PURCHASERS—INTENTION TO DECEIVE.

This was an application by the defendants for a new trial or for judgment. The plaintiffs were manufacturers of a particular kind of belting for machinery, which was made of camel hair, and was known by the name of Reddaway's camel hair belting. The plaintiffs had no registered trade-mark for their belting, but had advertised and sold it under that name for more than fourteen years. Camel hair belting was made by various manufacturers besides the plaintiffs, and among others by the defendants, who at first called their goods by different names, such as woven hair belting and Arabian belting, but had recently advertised and sold them as Banham's camel hair belting, the words "camel hair belting" being stamped on the belting itself. The plaintiffs brought this action for an injunction to restrain the defendants from continuing to use the word "camel" in such a manner as to deceive purchasers into the belief that they were purchasing goods of the plaintiffs' manufacture, and from passing off their goods as and for goods of the plaintiffs' manufacture. The action was tried before Collins, J., and a jury. The plaintiffs' case was that the expression "camel hair belting" was understood in the trade to mean goods of the plaintiffs' manufacture, and evidence was given with a view of shewing that in India a purchaser asking for camel hair belting would expect to get Reddaway's camel hair belting. It appeared that the defendant Banham had formerly been a workman in the plaintiffs' employment. The learned judge left four questions to the jury, which, with their answers, were as follows :—(1) Does camel hair belting mean belting made by the plaintiffs as distinguished from belting made by other manufacturers? Yes. (2) Or does it mean belting of a particular kind, without reference to any particular maker? No. (3) Do the defendants so describe their belting as to be likely to mislead purchasers, and to lead them to buy the defendants' belting as and for the belting of the plaintiffs? Yes. (4) Did the defendants endeavour to pass off their goods as and for the goods of the plaintiffs so as to be likely to deceive purchasers? Yes. On these findings the learned judge ordered judgment to be entered for the plaintiffs, and granted an injunction in the terms of the claim. The defendants applied to the Court of Appeal for a new trial or

for judgment. The following cases were cited: *Burgess v. Burgess* (3 De G. M. & G. 896), *Linoleum Manufacturing Co. v. Nairn* (7 Ch. D. 854), *Turton v. Turton* (42 Ch. D. 128), *Ridge v. Johnson* (9 Pat. Cas. 134), *Reddaway v. Bentham Hemp Spinning Co.* (1892, 2 Q. B. 639), *Wotherpoon v. Currie* (L. R. 5 H. L. 508), *Montgomery v. Thompson* (1891, A. C. 217), *Re Leonard & Ellis's Trade-Mark* (26 Ch. D. 288), *Waterman v. Agres* (39 Ch. D. 29).

THE COURT (LORD ESHER, M.R., and LOPEs and RIGNY, L.JJ.) allowed the appeal, and directed judgment to be entered for the defendants.—COUNSEL, Bigham, Q.C., McCall, Q.C., and E. Sutton; Gully, Q.C., and J. C. Graham. SOLICITORS, Chester & Co., for Choe, Sons, & Hilditch, Manchester; W. J. & E. H. Tremellen, for A. MacDonald Blair, Manchester.

[Reported by F. G. ROCKER, Barrister-at-Law.]

#### MAY AND ANOTHER v. LANE—No. 1, 18th December.

ASSIGNMENT OF DEBT—BUILDING AGREEMENT—PROMISE BY LANDOWNER TO ADVANCE MONEY BY INSTALLMENTS TO BUILDER—ASSIGNMENT BY BUILDER OF INSTALLMENTS TO THIRD PERSON—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 25, SUB-SECTION 6.

Appeal from the judgment of the Divisional Court (Mathew and Charles, JJ.), reversing the judgment of the county court judge of Bournemouth: reported 43 W. R. 58. The defendant was the owner of land, and he entered into an agreement with a builder that the latter should take certain plots of the land and build houses thereon, and that when the houses were finished the defendant would grant him leases thereof. After the work had begun the builder required money to finish the houses, and the defendant verbally promised to lend him £250, to be paid by instalments as the houses progressed. The builder, having obtained materials from the plaintiffs, gave them an order on the defendant by the following letter:—"We do hereby authorize, order, and request you to pay to Messrs. May & Hassell the sum of £50 out of the moneys due or to become due from you to us on the buildings we are erecting on plot 16, and their receipt for the same shall be a good discharge." The Divisional Court, reversing the county court judge, held that the plaintiffs were entitled to sue upon this assignment. The defendant appealed.

THE COURT (LORD ESHER, M.R., and LOPEs and RIGNY, L.JJ.) allowed the appeal.

LORD ESHER, M.R., said that, after the agreement between the defendant and the builder as to the erection of houses on the land, the builder asked the defendant to advance him money to enable him to carry out his agreement. The defendant said that he would do so. That promise created no debt. The defendant was not obliged to lend the money. There was no consideration for the promise, and no action would lie upon it. Even, however, if an action would lie upon it, it would only be an action for damages for breach of the agreement. It could not, therefore, be assigned, and the defendant was entitled to judgment.

LOPEs, L.J., concurred. It was at most a contract of loan. The contract created no debt, and there could be no equitable assignment of it.

RIGNY, L.J., concurred. Section 25, sub-section 6, of the Judicature Act, 1873, was relied upon, and it was contended that this was a "legal chose in action" within the meaning of that sub-section. That phrase meant a thing not in possession which could be sued for. It did not mean a right of action as in an ordinary action of contract. A right of action for assault was a legal right of action, and according to the argument that right to recover damages would be assignable. If that were so, the whole law of champerty and maintenance would be swept away.—COUNSEL, Brooks Little; J. A. Foote. SOLICITORS, Peacock & Goddard, for Trevanion, Curtis, & Ridley, Bournemouth; Prior, Church, & Adams, for H. S. Dickinson, Poole.

[Reported by W. F. BARRY, Barrister-at-Law.]

#### SHELPER v. CITY OF LONDON ELECTRIC LIGHTING CO.; MEUX'S BREWERY (LIM.) v. SAME—No. 2, 23rd and 26th November, and 18th December.

NUISANCE—INJUNCTION OR DAMAGES—LORD CAIRNS' ACT—INJURY TO REVERSION.

Appeal from a decision of Kekewich, J., granting damages in lieu of an injunction in respect of a nuisance created by the defendants by vibration and annoyance arising from the carrying on of their electric lighting works. The plaintiffs appealed from so much of Kekewich, J.'s order as refused an injunction. On the appeal it was admitted that serious damage and injury had been occasioned by the defendants to a house of which the plaintiffs were respectively lessees or lessors. The defendants alleged, first, that they were authorized by law to carry on their business, and that they had done all that skill and care could effect to prevent any nuisance and that they were in the same position as a railway company, and, secondly, that damages would be a sufficient remedy.

THE COURT (LORD HALSBURY and LINDLEY and A. L. SMITH, L.JJ.) allowed the appeal.

LORD HALSBURY, after deciding that the defendants were not protected by their statutory powers from liability in respect of the damage complained of, said: But assuming that there is a nuisance, and that there is no authority justifying it, the question still remains, What is the relief to which the plaintiffs are entitled? But for the provision of Lord Cairns' Act I suppose no one would have doubted that in the state of facts which I have now assumed to exist the plaintiff Shelper would have been entitled to an injunction to prevent the continuance of the nuisance. [His lordship then referred to the *Imperial Gas, Light, and Coke Co. v. Broadbent* (7 H. L. C. 612), and proceeded:—] But it is said, and truly said, that the law has been altered by Lord Cairns' Act, and the question is, What construction is to be placed on this enactment? Undoubtedly it conferred

upon courts of equity the jurisdiction to award damages which did not exist before, but the question is, Did it mean to interfere with the well-settled principles upon which the courts were in the habit of interfering in such cases as the present? It seems to me that the defects in the powers of the equity courts which were sought to be supplied by that statute give ample grounds for the provisions of the statute without supposing that it meant to revolutionize the principles upon which equitable jurisdiction had been administered up to that time. The language is, of course, general, the discretion given is necessarily wide enough in terms to authorize a judge to award damages where formerly he would have given an injunction. But there is nothing in this case which, to my mind, can justify the court in refusing to aid the legal rights established by an injunction preventing the continuance of the nuisance. On the contrary, the effect of such a refusal in a case like the present would necessarily operate to enable a company who could afford it to drive a neighbouring proprietor to sell, whether he would or no, by continuing a nuisance and simply paying damages for its continuance. But while I can agree with neither Mr. Warrington nor Mr. Moulton upon the alternative restrictions which each respectively seeks to place upon the statute, I see no trace of any such intended alteration of the principles upon which equity should interfere by injunction as would be involved in a refusal of an injunction here, and, further, I think the question is here covered by authority, of which *Martin v. Price* (1894, 1 Ch. 274) in this case is the last example. For these reasons I think the judgment of Kekewich, J., should be reversed as far as the refusal of an injunction is concerned, and that an injunction should be granted. [His lordship further held that there was in this case ample evidence of serious and permanent injury to the reversion by the continuance of the nuisance, and that, therefore, the same judgment ought to be given in respect of the claim by the reversioner.]

LINDLEY and A. L. SMITH, L.JJ., also delivered judgments agreeing with the judgment of Lord Halsbury.—COUNSEL, Warrington, Q.C., Badcock, and Waggett; Moulton, Q.C., Renshaw, Q.C., and W. C. Braithwaite. SOLICITORS, Hunters & Haynes; Ashurst Morris, Crisp, & Co.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

#### SHIP "MECCA": CORY BROS. & CO. (LIM.) AND ANOTHER v. THE OWNERS OF THE "MECCA"—No. 2, 18th December.

ADMIRALTY—JURISDICTION—NECESSARIES SUPPLIED TO FOREIGN SHIP IN FOREIGN PORT—ACTION IN REM—ADMIRALTY COURT ACT, 1840 (3 & 4 VICT. c. 65), s. 6—ADMIRALTY COURT ACT, 1861 (24 VICT. c. 10), s. 5.

Appeal from an order made by Bruce, J., on the 5th of November, 1894. The plaintiffs Cory Bros. & Co. (Limited) were coal merchants carrying on business in London, Alexandria, and Port Said. The plaintiff A. Legembre carried on business as a coal merchant at Algiers. The *Mecca* was a foreign ship, registered at a Turkish port. In March, 1894, the plaintiffs Cory supplied coals to the defendant ship at Alexandria and Port Said. Payment for these coals was made by means of a bill of exchange, which was dishonoured. In August, 1894, the plaintiff Legembre supplied coals to the defendant ship at Algiers. Payment for these coals also was made by bill of exchange, subsequently dishonoured. The defendant ship having come to England, the plaintiffs brought an action in rem in Admiralty, whereby they claimed that *The Mecca* and her ball be condemned in the amounts found due to the plaintiffs and in the costs of the suit. The plaintiffs also began an action in the Queen's Bench Division against the master of the ship. On the 5th of November, 1894, the defendants in the Admiralty action moved the judge in court that the writ and all subsequent proceedings in the action be set aside, or that all further proceedings in the action be stayed until after the trial, judgment, or other determination of the Queen's Bench action. Bruce, J., made the order as asked, feeling himself bound by the decision of Dr. Lushington in *The India* (11 W. R. 536, 32 L. J. Adm. 185). The plaintiffs appealed. The question was whether the Admiralty Court had jurisdiction. Counsel for the appellants referred to section 6 of the Admiralty Court Act, 1840, and contended that Alexandria, Port Said, and Algiers were on the "high seas" within the meaning of that section. They also referred to section 5 of the Admiralty Court Act, 1861, and contended that at any rate under that section the Court of Admiralty had jurisdiction. Counsel for the respondents relied chiefly on *The India*, and argued that it was too late to overrule that decision. Section 6 of the Admiralty Court Act, 1840, is as follows:—"The High Court of Admiralty shall have jurisdiction to decide all claims and demands whatsoever in the nature of salvage for services rendered to or damage received by any ship or sea-going vessel, or in the nature of towage, or for necessities supplied to any foreign ship or sea-going vessel, and to enforce the payment thereof, whether such ship or vessel may have been within the body of a county or upon the high seas at the time when the services were rendered or damage received or necessities furnished in respect of which such claim is made." Section 5 of the Admiralty Court Act, 1861, enacts that "the High Court of Admiralty shall have jurisdiction over any claim for necessities supplied to any ship elsewhere than in the port to which the ship belong, unless it is shown to the satisfaction of the court that at the time of the institution of the cause any owner or part owner of the ship is domiciled in England or Wales."

THE COURT (LORD HALSBURY and LINDLEY and A. L. SMITH, L.JJ.) allowed the appeal.

LORD HALSBURY said: The question in this case arises, as to coal supplied in foreign ports to a ship now here, whether the Admiralty Division has jurisdiction to detain the ship for the price of the coals so supplied. Practically the question resolves itself into the question whether Dr. Lushington's decision in the case of *The India* is to be followed in this



court. In the view I take of that question I think it unnecessary to enter into the questions which have arisen between the common law courts and the Admiralty, and, indeed, I will assume that up to the year 1861 the Court of Admiralty would have had no jurisdiction in this case, though as applicable to the supply at Alexandria and Algiers I am by no means prepared to say that the "high seas" do not include those places of supply. But, as the Act of 1861 appears to me conclusively to dispose of the question, I would rather rest my judgment upon the language of that statute. Now the 5th section of that statute provides that the High Court of Admiralty shall have jurisdiction over any claim for necessities supplied to any ship elsewhere than in the port to which the ship belongs. Then follow qualifications which are immaterial in respect of this case, and which seem to me to give no materials for qualifying or cutting down the generality of the language I have quoted. The learned judge who decided *The India* held the words I have quoted to apply to a colonial ship in a foreign port, and I search in vain throughout the whole statute for anything which can justify the construction that you must imply the words "British or colonial ship" in the 5th section. The language of the 7th section, "any ship," is admitted to apply to any ship all over the world, and I am wholly unable to see why the same words employed in section 5 ought not to receive an equally extended application. It cannot be alleged that the statute is only intended to apply to British ships, inasmuch as it is admitted that some of its provisions apply to all ships anywhere. Where the Legislature intended to exclude foreign ships and to apply its provisions solely to British ships or ships in British waters, it has been careful to say so in terms: see sections 8, 9, and 11. And upon ordinary principles of construction, where the Legislature has enacted something in respect to any ship and something else as to any British ship it would be improper to assume there was no intentional distinction; neither is it possible to suggest any reasonable ground for the supposed limitation. Dr. Lushington himself, though he affirmed the limitation, seems himself to have been unable to suggest any reason for it. The Act itself professes to be an Act for the extending of the jurisdiction of the High Court of Admiralty, and the nature of the thing dealt with seems to me to point in the direction of extension rather than restriction. I am, therefore, of opinion that the decision in the case of *The India* was wrong. The authority of Dr. Lushington, treating of such a subject, makes one hesitate to overrule a decision of his, particularly when it has remained unchallenged for so many years. But, on the other hand, the case turns upon the construction of a statute only thirty-three years old. Reluctant as we may be to disturb a decision acquiesced in so long, yet that decision involves principles of construction so serious that I think it is the duty of this court to pronounce its disagreement with them. I am, therefore, of opinion that this appeal should be allowed, and that the respondents ought pay the costs.

LINDLEY, L.J., after referring to section 6 of the Admiralty Court Act, 1840, and some cases decided upon it, said:—Apart, then, from authority, and on general principles of law, I should arrive at the conclusion that in this case the Court of Admiralty had, under the Act of 1840, jurisdiction to proceed against *The Mecca* when in this country for the coals supplied to her in Alexandria and Algiers, she being supplied on the high seas at those places, although they are also ports. But the basin at Port Said not being part of the high seas, the Court of Admiralty would have no jurisdiction under the Act of 1840 if it stood alone. The subsequent Act of 1861 has again, however, extended the jurisdiction of the court. This statute was passed expressly for that very purpose. Nothing can be wider than the language of sections 4, 5, 6, 7, and 10. The expression used in them is "any ship," and when this language is contrasted with the language used in sections 8, 9, and 11, in which British ships are expressly mentioned, the inference is very strong that "any ship" means any ship, whether British, colonial, or foreign. Sections 4, 5, 6, 7, and 10 do not refer to the high seas, and I see no justification for limiting the jurisdiction conferred on the court by these sections to ships on the high seas. I read the sections as applying to any ships anywhere, although, until they come to this country, they cannot be proceeded against here. Section 5, which deals with necessities, runs thus: [His lordship read the section as set out above, and continued:—] I do not read the proviso which follows, as it is not material. This section, it is true, is only applicable to some ships—viz., to those supplied elsewhere than in the ports to which they belong—but even then they are not excepted if any of their owners or part owners are domiciled in England or Wales when proceedings in the Admiralty are instituted. This limitation, however, points, not to the nationality of the ship, nor to any distinction between high seas and other places not on the high seas, but to the port of supply. The exception includes English ships supplied at the ports to which they belong, but the larger class of ships from which the exception is taken is not confined to other English ships, but extends to all ships. If the ship, whether English, colonial, or foreign, is supplied with necessities in her own port, the probability is that there are persons there to whom credit is given and who can be sued there. But if, as in the present case, the ship is supplied in some other place, the supplier of necessities (if he does not obtain cash on delivery, which may be impossible) is very likely never to get paid at all. There is good reason, therefore, both in the interest of the supplier and in the interest of the shipowner, for giving the supplier a remedy against the ship if she comes to this country. If there were no such remedy supplies would often be refused, however urgently required. Apart, then, from authority, I am of opinion that under this statute of 1861 the court would have jurisdiction to entertain this action for the coals supplied to *The Mecca* in the basin at Port Said as well as for those supplied in the ports of Alexandria and Algiers. Even if these two ports are not parts of the high seas, as I think they are, still the Act of 1861 goes further than the Act of 1840, and is wide enough to give the court jurisdiction to arrest the ship for the price of the coals supplied at all three

places. I turn now to the authorities, and I find that in *The India* Dr. Lushington held that even under the Act of 1861 the Court of Admiralty had no jurisdiction to entertain a suit for necessities supplied to a foreign ship in a foreign port. The same learned judge had expressed an opinion to the same effect in *The Ocean* (2 W. Rob. 368), decided in 1845. Dr. Lushington, however, decided in 1856 that the court had jurisdiction under the Act of 1840 to entertain a suit for necessities supplied to a foreign ship in a colonial port, *The Wataga* (5 W. R. 155, Swab. Adm. 165), and this case was approved and followed by this court in *The Anna* (1 P. D. 253, 24 W. R. Dig. 279). The same point had been decided in the same way in 1854 as regards necessities supplied to a foreign ship in the Thames: *The Flecha* (1 Spinks, 441). Section 6 of the Act of 1840 and section 5 of the Act of 1861 and these decisions show that it is not the nationality of the ships which is important, but the place of supply. Unless, however, the place of supply is the port to which the ship belongs, the place of supply is not made material. But the authority of Dr. Lushington on all admiralty matters is deservedly so high that I should hesitate long in differing from him on the construction of the statutes in question if the House of Lords had not held that he construed the Acts of 1840 and 1861 erroneously in other cases. It was, however, so held in *The Zeta* (1893, A. C. 468), in *The Sara* (38 W. R. 129, 14 App. Cas. 209), and in *The Heinrich Bjorn* (11 App. Cas. 270, 34 W. R. Dig. 179). These decisions, it is true, do not overrule *The India*; they relate to other matters—viz., damages and lien for necessities, but they show that the construction put on the statutes of 1840 and 1861 by Dr. Lushington was in some respects incorrect. Guided by these decisions and applying my own mind to the statutes in question I have arrived at the conclusion that the decision in *The India* was erroneous and ought no longer to be followed. The appeal, therefore, must be allowed, and with costs here and below.

A. L. SMITH, L.J., gave judgment to the same effect.—COUNSEL, *Ducknill, Q.C.*, and *Gerard Ince*; *Pyke, Q.C.*, and *A. E. Nelson*. SOLICITORS, *Ince, Colt, & Ince*; *Lowless & Co.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

Re H. F. ODDY—No. 2, 15th December.

PRACTICE—APPEAL—ORDER OF JUDGE IN CHAMBERS UPON SUMMONS TO REVIEW TAXATION—DIVISIONAL COURT—COURT OF APPEAL—SUPREME COURT OF JUDICATURE ACT, 1894 (57 & 58 VICT. c. 16), s. 1 (1), (4), (5); R. S. C., LIV., 23.

This was an appeal from an order of Day, J., in chambers upon a summons to review the taxation of a bill of costs. Counsel for the respondent raised the preliminary objection that the appeal should have been to the Divisional Court. He contended that it was not a matter of practice or procedure within the meaning of ord. 54, r. 23, which provides that, "in the Queen's Bench Division, except in matters of practice and procedure, the appeal from a decision of a judge at chambers shall be to a divisional court." Counsel for the appellant referred to the Supreme Court of Judicature Act, 1894, s. 1 (1) (5), (4), and (5), and argued that, inasmuch as the order appealed from was an interlocutory order, no appeal lay from it without leave, and that, therefore, sub-section 5 of section 1 did not apply, and there was no appeal to the Divisional Court. If that were so, and there was no appeal to the Court of Appeal, there was no court to appeal to.

THE COURT (LINDLEY and A. L. SMITH, L.JJ.), after hearing the appeal on its merits subject to the objection, dismissed it.

LINDLEY, L.J., said that it was not necessary to decide the question that had been raised, as they were against the appeal on its merits. He was, however, of opinion that summonses to a judge in chambers to review taxations were matters of procedure. He might have to reconsider the question, but that was his present impression.

A. L. SMITH, L.J., was also of opinion that summonses to review taxation were matters of procedure. His lordship also concurred in the appellant's argument on section 5 of the Act of 1894.—COUNSEL, *Ernest Pollock*; *E. T. Holloway*. SOLICITORS, *Morten, Cutler, & Co.*; *Herbert F. Oddy*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

MOORE v. VESTRY OF THE PARISH OF FULHAM—No. 2, 14th December.

RES JUDICATA—SUMMONS WITHDRAWN ON PAYMENT—MONEY PAID UNDER PROCESS OF LAW—RIGHT TO RECOVER.

Appeal from the decision of Day, J. On the 7th of June, 1893, the defendants demanded from the plaintiff, under threat of legal proceedings, a sum of £35 13s. 9d. towards the expenses of paving a new street. On the 19th of September, 1893, the defendants issued a summons against the plaintiff for this sum, the summons being returnable on the 3rd of October. On the latter day the plaintiff sent to the defendants a cheque for the amount and received the usual form of receipt. The summons was adjourned until the 24th of October, the defendants informing the plaintiff of the adjournment. The plaintiff then placed the matter in the hands of his solicitor, who wrote to the defendants asking for a return of the money, and informing them that if the money was not returned he would attend the adjourned hearing of the summons. Neither the plaintiff nor his solicitor attended the adjourned hearing, and the summons was withdrawn. On the 17th of November the plaintiff's solicitor again wrote asking for the return of the money. The money not being returned, the plaintiff issued his writ in this action, by which he claimed £35 13s. 9d. for money had and received by the defendants to the use of the plaintiff and for money paid under a mistake of fact. Day, J., held that, as the plaintiff had neglected his opportunity of trying the case

before the magistrate, he could not afterwards retry the case in the High Court. He therefore dismissed the action. The plaintiff appealed.

THE COURT (Lord HALSBURY and LINDLEY and A. L. SMITH, L.J.J.) dismissed the appeal.

LORD HALSBURY said the principle of law was that where money had been paid under legal process it could not be recovered. The appellant had an opportunity of defending the summons, and, not having done so, could not be allowed to recover money, payment of which he might have resisted. That was decided in *Miles v. Duncan* (6 B. & C. 671). In that case HOLROYD, J., said: "If the money had been paid after proceedings had actually commenced, I should have been of opinion that, inasmuch as there was no fraud in the defendant, it could not be recovered back." That was the broad principle. It was said that it should be confined to the bare case where money had been not only paid under, but recovered by, process of law, and the appellant relied on the judgment of LOPES, L.J., in *Caird v. Moss* (35 W. R. 52, 33 Ch. D. 22). In that case it was under a judgment that the money was actually recovered, and the learned judge held that that judgment was not to be interfered with. The case, perhaps, looked at first sight like a qualification of the general principle, but it was not so in reality. The rule that money paid under a judgment was not recoverable followed a *fortiori* from the general principle.

LINDLEY and A. L. SMITH, L.J.J., concurred.—COUNSEL, *Radcliffe; Macaskie*. SOLICITORS, *W. Tyndale Moore; T. Blanco White*.

(Reported by ARNOLD GLOVER, Barrister-at-Law.)

#### Re SHORTEIDGE—No. 2, 17th December.

LUNACY ACT, 1890—EXERCISE ON BEHALF OF A PERSON DETAINED AS A LUNATIC OF A POWER OF APPOINTING NEW TRUSTEES—VESTING OF RIGHT TO CALL FOR TRANSFER OF STOCK.

In this case L. J. Shortridge, a person lawfully detained as a lunatic, had vested in her a power to appoint new trustees of a settlement, all the trustees whereof are now dead. By an order made by the judge in lunacy on the 19th of March, 1894, Miss J. S. Stoye was authorized, on behalf of L. J. Shortridge, to exercise the power by appointing two persons named in the order as trustees in the place of the deceased trustees, and that upon the appointment of such persons as such trustees they should be appointed to call for a transfer into their joint names of certain Government stock standing in the names of the deceased trustees. Miss Stoye, by deed, duly appointed the persons named in the order, but the Bank of England declined to act on the order of the 19th of March, 1894, alleging that there ought to have been two separate orders, and also that there was no power in the court to make the order vesting the right to call for a transfer.

LORD HALSBURY held that the order was correct, and that the case was covered by *Re Bowmer* (3 De G. & J. 658). His lordship said that section 129 of the Lunacy Act, 1890, includes not only the power of appointing new trustees, but also everything necessary to be done incidental to such an appointment.

LINDLEY, L.J., held that the objection to the order as *ultra vires* was untenable. His lordship thought that the object of section 129 was to enable the judge in lunacy to make vesting orders. He was satisfied that under sections 116 (2), 128, and 129 of the Lunacy Act, 1890, there was ample jurisdiction to make the order, and he declined to say that *Re Bowmer* was wrong.

A. L. SMITH, L.J., concurred.—COUNSEL, *Latham, Q.C.; Rowden*. SOLICITORS, *Surr, Gribble, & Co.; Freshfields & Williams*.

(Reported by WM. SCOTT THOMPSON, Barrister-at-Law.)

#### High Court—Chancery Division.

TWEEDALE v. TWEEDALE—North, J., 15th December.

POST-NUPTIAL SETTLEMENT—COVENANT TO SETTLE—ARRARS OF ANNUITY.

This was a petition for payment out of a sum in court to the credit of this action. The testator by his will, dated the 16th of November, 1820, left sums to his four sons absolutely, and other sums to his four daughters for their lives, with remainder to their children. One of the sons died in the testator's lifetime, and on the 21st of November, 1826, the testator made a codicil in the following words:—"In consequence of the death of my son James, I have opened my will, and now wish to bequeath to my wife £800 a year, to my three sons £2,000 each, and to my four daughters £300 a year each; and at the death of my wife the £800 a year to be equally divided amongst my four daughters." The testator died in 1837, and in 1840 Shadwell, V.C., held that the annuities given by the codicil were perpetual (10 Sim. 453). At that date all the children except one were *in utero*, and an agreement was made that in spite of the decision the annuities should be treated as not being perpetual. Susan Rose, one of the daughters, married Charles Lushington. In settlements made in 1856 and 1862 there was a covenant to settle after-acquired property to which Mrs. Lushington or Mr. Lushington in her right then was, or at any time during their joint lives should become, entitled. Mrs. Lushington died in 1877, Mr. Lushington in 1892. The question that now arose was whether sums which were due to Mrs. Lushington in respect of her annuity, but which were not paid until after her death (owing to the necessity for temporary abatement until the death of some of the annuitants), were bound by the covenant to settle. It was argued that the settlements were post-nuptial and voluntary, and that the covenant could not be enforced.

NORTH, J., held that as the sums fell due during Mrs. Lushington's lifetime they were bound by the covenant.—COUNSEL, *Cooms-Hardy, Q.C.* and *Pattison; Murray and F. C. Norton*. SOLICITORS, *Hors & Pattison; F. C. Boyce*.

(Reported by G. B. HAMILTON, Barrister-at-Law.)

ODDY v. HARDCASTLE—North, J., 15th December.

TRUSTEES—REDUCING NUMBER—56 & 57 VICT. c. 53.

This was an application for the removal of one of three trustees, and for a vesting order of the trust property in the other trustees.

NORTH, J., held that he could make the order desired under the Trustee Act, 1893 (56 & 57 Vict. c. 53, s. 26, proviso (b)).—COUNSEL, *Dibdin*. SOLICITORS, *Vincent & Vincent*.

(Reported by G. B. HAMILTON, Barrister-at-Law.)

BOWLING v. WILBY—Stirling, J., 13th November and 19th December.

COMPANIES ACTS, 1862-1890—BUILDING SOCIETY—WINDING-UP AND VESTING ORDERS MADE WITHOUT JURISDICTION—VENDOR AND PURCHASER ACT, 1874.

The London and Yorkshire Permanent Benefit Building Society was established in 1851 under the Building Societies Act of 1836 (6 & 7 Will. 4, c. 32), and was never incorporated under the Building Societies Act of 1874 (36 & 37 Vict. c. 42). A petition for the winding up of the said society under the Companies Acts, 1862-1890, was presented to the Leeds County Court in July, 1893, and was opposed by the sole trustee of the society, on the ground that the society did not consist of more than seven members, and that, consequently, the court had no jurisdiction to make a winding-up order. The county court judge, however, was of opinion that he had such jurisdiction, and on the 27th of July, 1893, his honour made a winding-up order under the Companies Acts, at the same time appointing the plaintiff provisional liquidator. The plaintiff subsequently (under section 6, sub-section 3, of the Companies (Winding-up) Act, 1890) became liquidator, and all the property of the society was vested in him by an order of the said judge dated the 30th of November, 1893. By a contract of sale dated the 17th of October, 1893, the defendant agreed to purchase from the plaintiff certain freehold property, over the legal estate of which the plaintiff had control as liquidator of the said society, subject to certain conditions annexed to the contract. The defendant, the purchaser, under the said contract, objected to the title offered by the plaintiff, the vendor, on the ground that there were not seven members of the society at the date of the winding-up order, and that there was, consequently, no jurisdiction to make the said order. The vendor contended that, the county court judge having decided that he had jurisdiction, the order was good until reversed on appeal, and must not be questioned by the purchaser. This was a summons taken out by the vendor under the Vendor and Purchaser Act, 1874, to determine the validity of the objection.

STIRLING, J., delivered judgment on the 19th of December. His lordship stated the facts as above, and proceeded:—"First, it is said that objection to the title cannot now be raised, on the ground that the question was raised and adjudicated upon at the hearing of the petition by the learned county court judge, that the order for winding up cannot now be affected, and that the court would not interfere by way of prohibition. Now it seems to me very improbable that this transaction will ever be interfered with or questioned, and if the legal estate were conveyed by the liquidator to the defendant I think he would get a good holding title. I suggested that this should be done at the hearing, and I ordered the matter to stand over in order that this course might be taken, but I have been informed that the parties cannot come to an agreement on the subject, and it is necessary for me to decide the point. The Act itself is plain. [His lordship read that part of section 199 of the Companies Act of 1862 relevant to the point, and continued:—] This seems to apply only to companies consisting of seven or more members, and this was the opinion also of Jessel, M.R., in *Re Bolton Benefit Loan Society* (28 W. R. 164, 12 Ch. D. 679). Consequently it would appear in the present case that if there were not seven members at the date of the winding-up order the county court judge had no jurisdiction to make that order, and if there is no jurisdiction to make a winding-up order it is clear that there is none to make a vesting order, and hence the liquidator could not convey the legal estate, and to such conveyance the purchaser is entitled. Therefore I think the latter is entitled to raise the objection. Now were there more than seven members? The books and register were irregularly kept, but I do not think that the society can escape from the jurisdiction of the court simply because it has omitted to keep a proper register, and, if at the date of the winding-up order there were more than seven members whose names ought to have been on the register, I am of opinion that the court had jurisdiction: *Re South London Fish Market Co.* (37 W. R. 3, 39 Ch. D. 324). The list of contributories has been settled, and it shows four members, besides the legal personal representatives of deceased members. These latter are properly on the list of contributories (sections 76, 77, and 200 of the Companies Act of 1862), but it does not follow that they were therefore members. This question depends on whether they could against their will have been placed on the register of members before the winding up. Now it is to be remembered that under rule 33 of this society the shareholders have attached to their shares the obligation of paying up their subscriptions, and that rule clearly negatives the idea that the legal personal representative of an investing member could be put on the register. Hence I think these legal personal representatives are not members, and this view is in strict accordance with the judgment of Jessel, M.R., in the *Bolton Benefit Society's* case, to which I have referred above. Under these circumstances I think the purchaser's objection is well founded, and that this summons must be dismissed, with costs.—COUNSEL, *Percy F. Wheeler; Dibdin*. SOLICITORS, *A. Scott Lawson, for Jones, Son, & Tannett, Leeds; Vincent & Vincent, for North & Sons, Leeds*.

(Reported by ARTHUR MORTON, Barrister-at-Law.)



**Re HOWARD, HOWARD v. HOWARD**—Kekewich, J., 15th December.

EQUITY TO A SETTLEMENT—BANKRUPTCY OF HUSBAND—DISCHARGE—DISCRETION—SMALL FUND.

Under the will of the testator, who died in 1869, his daughter, L. B., was entitled to a share of his residuary estate subject to the life interest of the testator's widow, who died in 1894. L. B. was married to G. B. in 1863, and there was issue of the marriage and no settlement. In 1869 G. B. was adjudicated bankrupt, and the defendants Robottom and Vine were appointed creditors' assignees. In May, 1870, the creditors resolved by the statutory majority, under section 110 of the Bankruptcy Act, 1861, that the estate should be wound up out of bankruptcy. On the 8th of January, 1871, the bankrupt obtained his discharge. The wife claimed that the whole fund should be settled. It appeared that G. B. was in receipt of about £300 a year from his business, and that L. B.'s share of her father's residuary estate was about £800, and that if the whole was paid to the creditors' assignees it would not produce more than about 8d. in the £ for the creditors.

KEKEWICH, J., said that the wife's claim to have the whole fund settled ought to be allowed. The husband had not settled anything, and his income was limited to his business. His insolvency was an old one, and on the most favourable estimate only 8d. in the £ would accrue to the creditors if the whole fund was distributed amongst them.—COUNSEL, *G. F. Hart*; *P. O. Lawrence*; *F. Broadbridge*; *Roger P. Lawrence*. SOLICITORS, *W. F. Gerst*, Liverpool; *Chappell & Co.*

[Reported by F. T. DUKA, Barrister-at-Law.]

### Winding-up Cases.

**Re THE BANK OF SOUTH AUSTRALIA (LIM.)**—Vaughan Williams, J., 6th December.

COMPANY—WINDING UP—COMPULSORY ORDER—PETITION—DEBT UNDER AGREEMENT WITH VOLUNTARY LIQUIDATOR—SUFFICIENCY OF DEBT—AGREEMENT FOR SALE BY LIQUIDATOR—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 95, 133, 145, 161.

This was a petition for the compulsory winding up of the above-named company presented by the Union Bank of Australia. At general meetings of the above-named company held in March and April, 1892, special resolutions were duly passed for voluntary winding up, and liquidators were appointed who were to be authorized to enter into an agreement with the Union Bank of Australia for the transfer of the company's assets and liabilities to the Union Bank. The agreement provided that the company and the liquidators thereof should transfer, and the Union Bank take over, the property and assets of the company, and the undertaking, business, and goodwill thereof, the Union Bank undertaking to pay and discharge the debts and liabilities of the company, and to perform its contracts. If the aggregate amount of the value of the assets should be less than the amount of the debts and liabilities and the moneys paid by the Union Bank in respect of the liquidation, the Union Bank were to retain the amount of the deficiency, with interest, out of the proceeds of the realization of certain property, and if that were insufficient the amount was to be deemed and treated as a debt due by the company to the Union Bank, and if at any time the assets in the hands of the liquidator were not sufficient to pay any debt due to the Union Bank under the agreement, the liquidators were, so far as they legally could, to make such calls as might be necessary to raise the amount required. The liquidators having declined to make a call to pay the amount which had become due under the agreement, the Union Bank then presented a petition asking that the voluntary winding up might be continued under supervision, so that, as creditors, they might be able to apply to the court with reference to making the call, but Vaughan Williams, J., on the 9th of August, 1894, dismissed the petition, on the ground that the petitioners had no *locus standi* to petition, as they had no debt provable in the liquidation, their debt having arisen under the agreement which was entered into after the commencement of the voluntary winding up. This petition was accordingly presented.

VAUGHAN WILLIAMS, J., made the order, and said in the course of his judgment that the liquidators had, under sections 95 and 133 of the Companies Act, 1862, power to make the agreement for sale, and if they thought that the best way of realizing the assets of the bank there was nothing in principle or in the Acts which made it improper for them to undertake to call up the liability on the shares for the purpose of carrying out the agreement. The debt in question was a debt of the company, though contracted subsequently to the commencement of the voluntary winding up, and though not for that reason provable in that winding up, it was sufficient to support the present petition.—COUNSEL, *Finlay, Q.C.*; *Phipson Beale, Q.C.*; and *S. Dickinson*; *Buckley, Q.C.*, and *G. P. C. Lawrence*; *Cocans-Hardy, Q.C.*, and *Ingle Joyce*. SOLICITORS, *Murray, Hutchins, Stirling, & Murray*; *Hollans, Sons, Coward, & Hawkeley*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**HARRIS v. LONDON COUNTY COUNCIL**—10th December.

WEIGHTS AND MEASURES—MEASURE "FOR USE FOR TRADE"—"FALSE OR UNJUST"—MILK CHURNS USED ON RAILWAY—WEIGHTS AND MEASURES ACT, 1878 (41 & 42 VICT. c. 49), s. 25.

Case stated by a metropolitan police magistrate. The appellant was

summoned under the Weights and Measures Act, 1878, s. 25, for having in his possession "for use for trade" a "measure" which was "false and unjust." The measure in question was a milk churn. The appellant Harris, who was a farmer in Staffordshire, had agreed, in 1893, to supply one Handley, a milk dealer carrying on business in London, with milk, which was to be delivered in the appellant's churns at London, carriage paid, at a certain price per gallon. The churns in which the milk was delivered were capable of containing sixteen gallons, and were fitted inside with brass gauges at heights indicating the number of gallons. Under the agreement Handley might have the churns regauged at any time at the expense of the appellant. The milk was placed in the churns at the appellant's farm, and was then delivered to the railway company together with a consignment note directing the railway company to forward the churns to Handley, at the owner's risk, at Euston Station. By the appellant's contract with the railway company 1½d. per gallon was to be paid for carriage, and each churn was to have marked upon it the number of gallons it was capable of containing, and, inside, the space occupied by four gallons, and each additional gallon. The milk, on arriving at Euston, was handed to the railway company's milk porter, and delivered by him to Handley's agent. The churns and gauges were treated by the railway company as measures of the quantity carried; and Handley's agent measured the milk by ascertaining the height of the milk inside the churns with reference to the gauges. If there was any difference between the railway company's figures and his own he signed only for the quantity shown by the churns. Handley himself treated the churn gauges as the test of quantity. An inspector on testing a particular churn found that it contained two pints less than sixteen gallons when filled up to the sixteen gallon mark. The magistrate convicted the appellant for a violation of section 25 of the above Act, holding that the churn was a false measure used for trade. It was argued for the appellant that the churns were not "measures" and were not "for use for trade." It would be useless to stamp them in accordance with sections 28 and 29 of the Act, as they were dented and knocked about by the railway company. Probably such denting was the cause of the deficiency. For the respondents it was said that the Board of Trade treated the churns as measures, as it required them to be stamped; that the parties to the contract themselves used them as such; and section 19 of the Act, which requires trade contracts to be in terms of imperial measures, was relied upon.

WILLS, J., in giving judgment, said that the question whether the churn was a measure or not was a question of fact for the magistrate to decide. There was quite sufficient evidence before the magistrate to entitle him to hold that the churn had been used as a trade measure as between the seller of the milk and the railway company and as between the seller and the purchaser. It was most important that such an Act of Parliament as the Weights and Measures Act, 1878, should not be frittered away. The essence of the legislation on the subject ~~was that~~ rough measures and standards should not be used. It was also quite clear that there was enough evidence to justify the finding that the measure was "false."

WRIGHT, J., concurred. Conviction affirmed.—COUNSEL, *Bosanquet, Q.C.*, and *Horace Avery*; *Cripps, Q.C.*, and *Daddy*. SOLICITORS, *Morris & Bristolow*, for Smith, Leech, & Bostock, Derby; *W. A. Blasland*.

[Reported by T. MATHEW, Barrister-at-Law.]

**SMART & SON v. WATTS**—18th December.

ADULTERATION OF FOOD—MARGARINE—PROCEEDINGS TO RECOVER PENALTY—NECESSITY FOR ANALYSIS—MARGARINE ACT, 1887 (50 & 51 VICT. c. 29), s. 12—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 63), ss. 14, 20.

Case stated for the opinion of the court by two justices. Two complaints were preferred by the respondent against the appellants under section 6 of the Margarine Act, 1887, the offence alleged being that the appellants exposed for sale by retail margarine without having attached to each parcel thereof, so as to be clearly visible to the purchaser, a label marked or printed, in capital letters not less than one and a half inches square, "margarine"; and that they also sold margarine by retail without delivering the same to the purchaser in a paper wrapper, on which was printed, in capital letters not less than a quarter of an inch square, "margarine." It was proved that the respondent, an inspector under the Food and Drugs Act, 1875, asked at the appellants' shop for a quarter of a pound of certain butter which was exposed for sale without any distinctive label, and it was given to him without any wrapper marked as required by section 6 of the Margarine Act. After receiving the butter the respondent informed the woman who served him that he was an inspector, and she stated to him that the substance bought was margarine, and not butter. The manager of the shop was sent for, and made a similar statement. The respondent did not give notice that the margarine was bought for analysis, and he did not submit it for analysis, because the manager had told him it was margarine. Section 12 of the Margarine Act requires that all proceedings under that Act shall, save as expressly varied by that Act, be the same as prescribed by sections 12 to 28 inclusive of the Sale of Food and Drugs Act, 1875. Section 14 of the Act of 1875 provides that "the person purchasing any article with the intention of submitting the same to analysis shall, after the purchase shall have been completed, forthwith notify to the seller or his agent selling the article his intention to have the same analyzed by the public analyst, and shall offer to divide the article into three parts," &c. Section 20 provides that "when the analyst having analyzed any article shall have given his certificate of the result, from which it may appear that an offence against some one of the provisions of this Act has been committed, the person causing the analysis to be made may take proceedings for the recovery of the penalty herein imposed for

such offence. . . . It was contended that the notification and division of the analysis referred to in sections 14 and 20 respectively were conditions precedent to a prosecution, and that, that procedure not having been followed, the prosecution must fail. The justices found as a fact that the substance sold was margarine, and convicted the appellants. On the appeal *Barnes v. Chipp* (3 Ex. D. 176) and *Parsons v. Birmingham Dairy Co.* (9 Q. B. D. 112) were cited.

THE COURT (WILLS and WRIGHT, JJ.) allowed the appeal.

WILLS, J.—I think this conviction cannot be supported. The language of the Act itself is sufficient to compel us to come to this conclusion, apart from the authorities which have been cited. Section 12 of the Margarine Act incorporates certain provisions of the Sale of Food and Drugs Act, 1875, and it is clear that those provisions have not been complied with in the present case. One regrets that the Act should make it necessary to incur the needless expense of an analysis in a case like the present, where the accused admits that the substance is what the complainant alleges it to be.

WRIGHT, J., agreed. Conviction quashed.—COUNSEL, *Bonney*; *Erie*. SOLICITORS, *Nee & Beck*; *Sir Richard Nicholson*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

## Bankruptcy Cases.

*Re MAUND, Ex parte MAUND*—Vaughan Williams and Wright, JJ., 15th December.

BANKRUPTCY—AMENDMENT OF PETITION—ADDING CREDITORS AFTER EXPIRATION OF THREE MONTHS FROM DATE OF ACT OF BANKRUPTCY ALLEGED IN PETITION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 6, SUB-SECTION 1 (A) (c); ss. 105 (3), 107.

This was an appeal by the debtor against a receiving order made by the registrar of the county court at Tredgar. Upon the 5th of March, 1894, the debtor executed a deed of assignment for the benefit of his creditors. Upon the 16th of May a petition was presented by four creditors for an aggregate amount of £56 5s., alleging the deed for benefit of creditors as an act of bankruptcy. Upon the 6th of June the debtor gave notice to dispute the debts of two of the creditors amounting to £10 4s. 2d. The creditors, feeling that the debtor would be able successfully to dispute these debts and that the debt on the petition would be thereby reduced below £50, obtained upon the 22nd of June an order allowing them to amend their petition by adding three more creditors to the aggregate amount of £9 15s. 5d. Upon the hearing of the petition as amended the registrar made a receiving order. The debtor appealed. Counsel for the appellant contended that, as the three creditors added by the order of the 22nd of June could not rely upon the act of bankruptcy alleged in the petition, three months from the date thereof having elapsed before they were added, and as the debts of the other creditors did not together amount to £50, the receiving order ought not to have been made. Counsel for the respondent contended that the words of section 105 (3) of the Bankruptcy Act, 1883, "The court may at any time amend any written process or proceeding under this Act upon such terms, if any, as it may see fit," were sufficiently wide to cover the amendment allowed in this case. He cited *Ex parte Dearle* (33 W. R. 440, 14 Q. B. D. 84), and *Re Ellis, Ex parte Hinshelwood* (4 Morr. 283). [VAUGHAN WILLIAMS, J., referred to section 107 of the Bankruptcy Act, 1883, and to *Re Maughan* (36 W. R. 846, 21 Q. B. D. 21).]

VAUGHAN WILLIAMS, J., allowed the appeal. His lordship said that section 105 (3) of the Bankruptcy Act, 1883, could not give the court power to allow the presentation of a petition inconsistent with the powers given in that respect by the Act. In the present case it was admitted that the creditors added by the order for amendment could not have presented a good petition by themselves even if their debts had amounted to over £50, and it would be absurd to hold that a petition which would have been bad without them could be made good by their being added as parties to it.

WRIGHT, J., concurred.—COUNSEL, *Corner*; *Muir Mackenzie*. SOLICITORS, *Bridges, Sawtell, & Co.*, for *Hodgens, Abergavenny*; *The Solicitor to the Board of Trade*.

[Reported by P. M. FRANKS, Barrister-at-Law.]

*Re WAITE, Ex parte BENTLEY BREWERIES (LIM.)*—Vaughan Williams and Wright, JJ., 14th and 15th December.

BANKRUPTCY—ACT OF BANKRUPTCY—NOTICE OF INTENTION TO SUSPEND PAYMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4 (ii).

This was an appeal from the refusal of a registrar to make a receiving order. The petition was presented upon the 3rd of May, 1894. The debt was undisputed, and no notice to dispute any matter alleged in the petition was given, nor did the debtor attend at the hearing before the registrar nor at the appeal. The act of bankruptcy alleged was notice of intention to suspend payment, contained in a letter sent by the debtor's solicitor to each of his creditors, of which the material parts were as follows:—"I have been consulted by Mr. Waite, and I find that his affairs are in so complicated a state that it is only right that his creditors should be called together to decide if the serious loss to them in bankruptcy can be avoided. I therefore request your attendance at a meeting . . . when a statement of affairs will be submitted." The registrar held that the above did not constitute a notice that the debtor had suspended, or was about to suspend, payment under section 4 (A) of the Bankruptcy Act, 1883, and dismissed the petition. The petitioning creditor appealed, and his counsel cited in support of the appeal: *Re Lamb,*

*Ex parte Gibson* (4 Morr. 25), *Creek v. Morley* (1891, A. C. 316), *Re Simonson, Ex parte Ball* (1894, 1 Q. B. 33), *Re Schoood, Ex parte Dash* (1 M. 66). The debtor did not appear.

VAUGHAN WILLIAMS, J., allowed the appeal. His lordship said that he did not act upon his own recent decisions, but followed the cases of *Re Lamb, Ex parte Gibson* and *Creek v. Morley*, which differed from the earlier cases upon section 4 (A) in deciding that the notice need not announce an intention to suspend payment in so many words, but was sufficient to constitute an act of bankruptcy if it were so worded that an ordinary business man would infer from it an intention to suspend payment. He did not wish to say that it was impossible so to word a notice as to prevent its being an act of bankruptcy, but that when a man did call in an accountant or solicitor to look into his affairs, and to send a notice to his creditors, it required very little to make it a notice of intention to suspend payment.

WRIGHT, J., concurred, adding that the test seemed to be that if a man notified his creditors that unless something was done he did not see his way to go on, such a notice was equivalent to a notice of his intention to suspend payment.—COUNSEL, *Muir Mackenzie*. SOLICITORS, *Walter & R. H. Foster*, Leeds.

[Reported by P. M. FRANKS, Barrister-at-Law.]

## LAW SOCIETIES.

### UNITED LAW SOCIETY.

Dec. 17.—Mr. C. W. Williams moved: "That this society is of opinion that some restrictions should be imposed upon the immigration of pauper aliens to this country." Mr. A. W. Marks opposed, and Messrs. W. Lee-Nash, A. M. Begg, S. E. Hubbard, C. Kaku-Jackson, C. Herbert Smith, L. North, and C. H. Le Maistre spoke on the motion. Mr. Williams replied, and the motion was carried by one vote. The next sitting of the society will be on Jan. 7.

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

#### HONOURS EXAMINATION.

November, 1894.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

#### FIRST CLASS.

[In Order of Merit.]

THOMAS HORNEBY, who served his clerkship with Mr. Francis Thomas Steavenson, of Darlington.

PATRICK HENRY HEPBURN, who served his clerkship with Mr. James Smith Hepburn, and Mr. James Bourne Benson, both of London.

#### SECOND CLASS.

[In Alphabetical Order.]

William George Christians, who served his clerkship with Mr. John Richards Richards, of Swansea.

George Thomas Cooke, who served his clerkship with Mr. Gerard Mosely, of Bristol.

Frederick George Jones, who served his clerkship with Mr. Joseph Davis, of London.

Henry Killick, B.A., who served his clerkship with Messrs. Killick, Hutton, & Vint, of Bradford; and Messrs. Flower, Nussey, & Fellowes, of London.

William George Fraser Nelson, who served his clerkship with Mr. Thomas Boone Nelson, of the firm of Messrs. T. W. & T. B. Nelson, of London.

Arthur Henry David Nowweller, who served his clerkship with Mr. Edwin Peed James, of London.

Noel Prentice, B.A., who served his clerkship with Mr. Samuel Horace Candler, of the firm of Messrs. Kingsford, Dorman, & Co., of London.

Percy James Hall Robinson, who served his clerkship with Mr. William Joseph Fraser, of London.

Joseph Hutchinson Wilson, B.A., who served his clerkship with Mr. John Hewetson Brown, of the firm of Messrs. Wright & Brown, of Carlisle.

#### THIRD CLASS.

[In Alphabetical Order.]

William Heath Abberley, who served his clerkship with Mr. Empson Alcock, of Burslem.

John Charles Henry Bowdler, who served his clerkship with the late Mr. J. Hawley Edwards; and Mr. Harry William Hughes, of Shrewsbury.

Edmund Gardinson Dashwood Carter, who served his clerkship with Mr. Henry Walter Badger, of the firm of Messrs. Leeman, Wilkinson, & Badger, of York.

William Arthur Davies, who served his clerkship with Mr. John Richards Richards, of Swansea.

John James Edwards, who served his clerkship with Mr. Maresco Pearce, of London.

John Fisher, who served his clerkship with Mr. Frederick Arthur Lake, of Runcorn; and Mr. John Hopwood Boardman, of Manchester.



Ralph Wickham Flower, who served his clerkship with Mr. Wickham Flower, of the firm of Messrs. Flower, Nussey, & Fellowes, of London.

George Lewis Hiley, B.A., who served his clerkship with Mr. Henry Lawrence Baker, of Abergavenny.

George Dempster Hugh-Jones, who served his clerkship with Sir Evan Morris and Mr. Lloyd Hugh Jones, both of Wrexham; and Messrs. Field, Roscoe, & Co., of London.

Henry Stanley Morrison, B.A., LL.B., who served his clerkship with Mr. Herbert Nelson, of the firm of Messrs. Nelson, Barr, & Nelson, of Leeds and London.

Sam. James Newsom, who served his clerkship with Mr. George Edward Webster, of the firm of Messrs. Webster & Styring, of Sheffield.

Thomas Baron Nowell, who served his clerkship with Mr. Thomas Nowell, of Burnley.

Frederick Richard Roberts, M.A., LL.B., who served his clerkship with Mr. George Lawrence Welford, of Lymington.

William Jeremy Slack, who served his clerkship with Mr. Edward Cooper, of Blackburn.

Edwin Watts, who served his clerkship with the late Mr. William Edward Lawrence and Mr. John Lloyd Vaughan Seymour Williams, of Bristol.

Arthur Welch, who served his clerkship with Mr. Bromley Challenor, of the firm of Messrs. Challenor & Son, of Abingdon.

Harwood De Courcy Woodwork, who served his clerkship with the late Mr. David Ward, of King's Lynn; and Mr. Frederick William Emery, of the firm of Messrs. Field, Roscoe, & Co., of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Hornsby—Prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Reardon prize—value about 20 guineas.

To Mr. Hepburn—Prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Cooke—"The John Mackrell prize"—value about £12.

The council have given class certificates to the candidates in the second and third classes.

Seventy-nine candidates gave notice for the examination.

## LEGAL NEWS.

### OBITUARY.

MR. ARTHUR COWPER RANYARD, F.R.A.S., barrister, died on Saturday last. Mr. Ranyard was called to the bar in 1871. He had, we believe, some practice, but was better known as an astronomer. He was one of the founders of the London Mathematical Society, of which he was originally joint secretary with Mr. George De Morgan. From 1873 to 1880 he was secretary to the Royal Astronomical Society.

### APPOINTMENTS.

MR. JOHN ARTHUR NICHOLSON, solicitor (of the firm of Nicholson & Brown), of York, has been appointed a Perpetual Commissioner for taking Acknowledgments of Married Women. Mr. Nicholson was admitted in 1881, and has been a commissioner for oaths since 1887.

MR. LUTHER DAVIS, solicitor, of Abergavenny and Malvern, has been appointed a Commissioner for taking Acknowledgments of Married Women within the counties of Monmouth, Brecon, and Worcester. Mr. Davis was admitted in February, 1886.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

WILLIAM CHESTER and ERNEST GRIFFON ADAMES, solicitors (Chester & Adames), Crewe and Nantwich. Sept. 1. [Gazette, Dec. 14.]

J. W. ADDLESHAW, WM. WARBURTON, and GEORGE TRENAM, solicitors (Addleshaw, Warburton, & Trenam), 7, New-court, W.C. George Trenam will continue to carry on the London business at the above address in his own name, and will also continue to act as the London agent of the Manchester firm of Addleshaw & Warburton. Dec. 11. [Gazette, Dec. 18.]

### INFORMATION WANTED.

WILL MIRSING.—Any person having the custody of the will of the late George Cutt, Esq., of Stanton House, Nightingale-lane, Clapham, director of Rickett, Smith, & Co. (Limited), is requested to communicate at once with Messrs. Beaumont & Son, at 43, Gresham House, Old Broad-street, E.C., or 23, Lincoln's-inn-fields, W.C.

### GENERAL.

Mr. Justice Kennedy has been suffering from a chill, which has prevented his attendance in court.

The Times announces the death of Mr. George Bolton, Crown Solicitor for Tipperary and also solicitor to the Irish General Valuation Office.

The second smoking concert of the year given by the Inns of Court Rifle Volunteers was held at the Inner Temple Hall on the 17th inst. Among the distinguished guests were Sir F. Grenfell, Lieutenant-General Munro, Colonels Baylis, Boxall, Howard Vincent, and Somers Lewis, Mr. Justice Bruce, Sir Edward Clarke, and others.

On an application in *Re The Land Securities Co.* Mr. Justice Vaughan Williams, says the Times, said he had been told that it was impossible when supervision proceedings were pending to have not only the advantage of a commercial liquidator, but also the advantage of a rigid investigation into the affairs of the company, and that such investigation could only be obtained by having a compulsory winding-up order and by putting onerous duties on Board of Trade officials. The present proceedings had satisfied his lordship that proper investigation might be obtained even in supervision proceedings.

On the 16th inst. Mr. Justice Kekewich announced that he proposed next sittings to take Liverpool and Manchester Chamber summonses together once a fortnight on Fridays at the rising of the court, and to take Liverpool and Manchester motions every Saturday (together with the ordinary Saturday's business usually taken in this branch of the court), instead of with other motions on Fridays, as at present. He understood that this would fall in more conveniently with the arrangements of gentlemen attending from Liverpool and Manchester.

The Lord Chancellor presided on Wednesday over a conference at the Imperial Institute to consider the formation of a society for giving practical effect to the recommendations of Mr. Herbert in favour of the compilation of a digested record of the legislation of the British colonies and the United States. It was explained by the chairman that the object in view was to make available in accessible form the vast stores of knowledge on the subject. He moved a resolution in favour of the establishment of such a society. Sir R. Herbert seconded the resolution, which was supported by Sir F. Young, Sir D. Chalmers, Mr. Cohen, Q.C., and the Lord Chief Justice, and unanimously adopted. It was also resolved to appoint a council, with instructions to nominate an executive committee charged with the duty of preparing a constitution, and the Lord Chancellor was elected the first president.

Messrs. J. A. Lumley & Co., of 35, St. James's-street, have sold by private treaty the freehold residence, No. 9, Stratton-street, Piccadilly, for £11,000.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

BELOGRAVE.—Dec. 9, at the Maison Blanche, Montreux, Switzerland, the wife of Dairymple J. Belgrave, of the Inner Temple, barrister-at-law, of a son.

PULLING.—Dec. 10, at 20, Stanford-road, Kensington, W., the wife of Alexander Pulling, barrister-at-law, of a daughter.

### MARRIAGE.

RICE—BISCHOP.—Dec. 15, at Rangoon, William George Lewis Rice, barrister, son of Surgeon-Major-General Rice, C.B.I., to Alice, second daughter of Gustav Bischof, F.R.S., of 19, Ladbrooke-gardens, W.

### DEATHS.

SHARMAN.—Dec. 13, at Tunbridge Wells, Matthew Reid Sharman, of Ivy Lodge, Wellesborough, solicitor, aged 63.

SHÉE.—Dec. 15, at Felixstowe, George Darell Shée, Recorder of Hythe, eldest son of the late Honourable Mr. Justice Shée, aged 51.

SURRAGE.—Dec. 13, at 26, Primrose-hill-road, N.W., Thomas Lyddon James Surrage, barrister-at-law, aged 28.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 14.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

SYDNEY PNEUMATIC CYCLE TYRE CO., LIMITED.—Creditors are required, on or before Jan 19, to send their names and addresses, and particulars of their debts or claims, to W. Hamilton Weller, 155, Fenchurch st. Cornhill, New Broad st., solicitor to liquidator.

### FRIENDLY SOCIETIES DISSOLVED.

PRIDE OF HAFOD INDEPENDENT LODGE OF TRUE IVORITES FRIENDLY SOCIETY, Hafod Inn, Hafod, Glamorgan. Dec 8

YOUNG MAN'S FRIENDLY SOCIETY, Bridge Tavern, Southampton. Dec 8

London Gazette.—TUESDAY, Dec. 12.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

BOURNEMOUTH, SWANAGE, AND POOLE STEAM PACKET CO., LIMITED.—Creditors are required, on or before Jan 24, to send their names and addresses, and the particulars of their debts and claims, to J. McWilliam, Richmond chambers, Bournemouth.

DAYTON COAL AND IRON CO., LIMITED.—Creditors are required, on or before Feb 16, to send their names and addresses, and particulars of their debts or claims, to William Barclay Peat, 3, Lothbury.

E. PAGE & CO., LIMITED.—Creditors are required, on or before Jan 25, to send their names and addresses, and particulars of their debts or claims, to Robert Barry Stanford, High st, Bedford.

MOORE & BURGESS, LIMITED (INCORPORATED IN 1892).—Creditors are required, on or before Jan 25, to send their names and addresses, and particulars of their debts or claims, to Augustus Edwin Hibbert, 17, King's Arms yard, Morley & Co, 55, Gresham House, Old Broad st, solrs for liquidator.

MOORE & BURGESS PROVINCIAL CO., LIMITED.—Creditors are required, on or before Jan 25, to send their names and addresses, and particulars of their debts or claims, to Augustus

Edwin Hibberd, 17, King's Arms yard. Morley & Co, 53, Gresham House, Old Broad st, solers for liquidator  
**PARKINS & BELLAMY, LIMITED**—Petn for winding up, presented Dec 15, directed to be heard on Jan 16. Emmet & Co, 14, Bloombury sq, agents for Sanders & Co, Birmingham, solers for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15  
**WELSH PATAGONIAN GOLD FIELDS SYNDICATE, LIMITED**—Creditors are required, on or before Feb 1, to send their names and addresses, and particulars of their debts or claims, to Harvey Clifton, 8, New Inn, soler for liquidator  
**Wm. Smith & Co, LIMITED**—Creditors are required, on or before Jan 14, to send their names and addresses, and particulars of their debts or claims, to Frederick Seymour Salaman, Weavers' Hall, 92, Basinghall st

## FRIENDLY SOCIETIES DISSOLVED.

**SONS OF GWALIA FRIENDLY SOCIETY**, Bush Inn, Dafen, Carmarthen. Dec 8  
**STONESFIELD PERMANENT MUTUAL BENEFIT SOCIETY**, Stonesfield, Oxford. Dec 8

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

CREDITORS' NOTICES.  
UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM

*London Gazette.*—FRIDAY, Dec. 14.

**CANN, JOSEPH**, Hoole, Chester, Brush Manufacturer Jan 15 **Camm v Camm**, Stirling, J Jolliffe, Chester  
**INGHAM, JOHN**, MATT, of Doncaster, Farmer Jan 8 **Lawes Chemical Manure Co v Ingham**, Stirling, J. Skyer, Threadneedle st  
**JOHNSON, JAMES**, Great Dunham, Norfolk, Farmer Jan 15 **Barnes v Johnson**, Kekewich, J Large, Swaffham

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Dec. 11.

**AXAM, HENRY**, Devises Jan 16 **Lovell & Co, Gray's inn sq**  
**BACON, JOHN**, Heath, Derby, Farmer Jan 15 **Busby & Co, Chesterfield**  
**BIRD, THOMAS**, Birmingham, Bricklayer Jan 15 **Jeffery, Birmingham**  
**BIRD, THOMAS**, Birmingham, Bricklayer Jan 15 **Jeffery, Birmingham**  
**BLOMFIELD, ALFRED**, Brentwood, Bishop Jan 15 **Withall & Co, Gt George st**  
**BRANHAL, WALTER DENNITT**, Sheffield, Butcher Jan 5 **Barker, Sheffield**  
**COLLINS, MIRIAM**, West Brompton Feb 15 **Dawes & Sons, Angel st**  
**CORRY, SARAH**, Drogheda, Grocer Jan 26 **Booth, Ashton under Lyne**  
**COULSON, MICHAEL**, Wakefield, Gent Jan 11 **Wainwright & Co, Wakefield**  
**COWAN, MARGARET**, Newcastle upon Tyne Jan 25 **Wilkinson & Marshall, Newcastle upon Tyne**  
**DAVIDSON, JOHN**, Newcastle upon Tyne, Wine Merchant Jan 25 **Wilkinson & Marshall, Newcastle upon Tyne**  
**DAVIS, WILLIAM FENCOTT**, Allensmore, Farmer Jan 15 **Humfrys, Hereford**  
**DEARDEN, MARTHA**, and **ANNE EASTWOOD**, Sale Jan 21 **J & E Whitworth, Manchester**  
**DEWE, WILLIAM**, Ramsgate, Esq Jan 31 **Fooks & Co, Carey st**  
**EMERSON, ALEXANDER LYON**, Bath Jan 31 **Barker & Co, Carmarthen**  
**FELLOWES, EDWIN**, Dudley, Licensed Victualler Dec 31 **Hooper, Dudley**  
**GODWIN, GEORGE HENRY** Jan 31 **Hunter & Downes, Coleman st**  
**GRAHAM, EMMA**, Leyton, Spinster Jan 15 **Scott, Austin Friars**  
**GROGOTT, JOSHUA**, Birkdale, Gentleman Jan 11 **Worden, Southport**  
**GRINN, JULIUS FRANK**, Forest Hill Jan 15 **Smith & Son, Gresham House**  
**HAYWARD, GEORGE HARVEY**, Funchal, Madeira, Esq Jan 19 **Caprons & Co, Saville pl**  
**HUNT, SARAH ANN**, Birmingham Jan 12 **Thomas, Birmingham**  
**KERR, LOUISA CAROLINE**, Leamington Feb 1 **Whoble, Leamington**  
**LAWTON, JAMES**, Stockport Jan 4 **Coppock, Stockport**  
**LAY, JOHN**, Colchester, Wine Merchant Jan 26 **Evans & Turner, Colchester**  
**LEE, WILLIAM**, Southport Feb 1 **J E & E H Hill, Halifax**  
**LEITCH, MARIAN**, Streatham Jan 7 **Benham, College hill**  
**LIVERSY, BUCKLEY**, Birmingham, Beerhouse Keeper Dec 19 **Green & Williams, Birmingham**  
**MCCALL, JOHN**, Stamford Hill, Gent Jan 22 **Van Sandau & Co, Cheapside**  
**MELLY, ELLEN MARIA**, Kaplington Manor, York Jan 22 **Cunliffe & Co, Manchester**  
**MICHEL, CECIL BOWCHER DUFF**, Baywater, Major Jan 21 **Nicholl & Co, Strand**  
**MITCHELL, JOSEPH HARPER**, Bolsover Jan 19 **Busby & Co, Chesterfield**  
**MOORE, GEORGE**, Croydon, Esq Dec 31 **Jackson, Cannon st**  
**MOSCIEFFS, ELIZABETH**, Westbury on Trym Jan 18 **Farrer & Co, Lincoln's inn fields**  
**NOAKES, JAMES**, Brode, Grocer Jan 8 **Cruttenden, Battle**  
**PARKER, EMMA**, Alnwick Dec 18 **Percy, Alnwick**  
**PENN, GEORGE JAMES**, Ynyngghared, Glam Jan 14 **Cory & White, Cardiff**  
**PITCHER, WILLIAM GODWIN YREND**, Little Comberton, Farmer Jan 8 **Hudson, Pembro**  
**POLLOCK, ROBERT**, Edgbaston Jan 11 **Cottrell & Son, Birmingham**  
**RICHARDSON, JOSEPH**, Newark, Esq Feb 6 **Hodgkinson, Newark**  
**SHANNAN, FRANK POTTS**, Caledonian rd, Undertaker Jan 12 **Kenn & Co, Knightbridge street**  
**SPENCER, EMMA**, Batsbury Jan 25 **Budd & Co, Austinfriars**  
**TELFORD, ALFRED THOMAS**, Darlaston Dec 24 **Asprey & Harris, Farnival's inn**  
**VARNET, WILLIAM**, Maidstone Jan 22 **Prall, Rochester**  
**WALKER, WALTER JAMES**, Poplar, Builder Jan 30 **Coburn, Leadenhall st**

*London Gazette.*—FRIDAY, Dec. 14.

**BARNY, ELEANOR EMMA**, Sydenham Jan 31 **Cooper & Co, Birchlin lane**  
**BETTMANN, JOHN**, Pentonville rd Feb 1 **Goddard, Old Serjeants' inn**  
**BRANDLING, CHARLES**, Belgrove sq, Esq Jan 14 **Forster & Co, Lincoln's inn fields**

**BRODERICK, FANNY HERDEY**, Eastbourne March 27 **Ford, Brighton**  
**BUTTERWORTH, HENRY**, Manchester, Gent Dec 19 **Lea, Manchester**  
**BUTTERWORTH, JAMES**, Leigh, Gent Jan 11 **Marsh & Co, Leigh**  
**CALCUTT, JAMES DAVID**, Waltham Green, Butcher Jan 31 **Smith, Finsbury circus**  
**CHAMBERS, THOMAS MATTHEWS**, Evesham Jan 31 **Ball, Bedford row**  
**CHARLTON, WILLIAM**, Newcastle upon Tyne, Coal Merchant Jan 31 **Dickinson & Co, Newcastle upon Tyne**  
**CLOWES, JOHN**, Biddolph, Farmer Jan 10 **Heaton & Son, Burslem**  
**COOKE, SIR WILLIAM RIDLEY CHARLES**, Wheatley Park, Baronet Jan 15 **Tyass & Son, Barnsley**  
**COURTNEY OF JERSEY, Rt. Hon JULIA**, Belgrove sq Jan 14 **Forster, Lincoln's inn fields**  
**DANTON, EMMA**, Ramsgate Jan 28 **Mowll & Mowll, Dover**  
**DAWKINS, WILLIAM THOMAS**, Balsall Heath Jan 15 **Cottrell & Son, Birmingham**  
**DAY, EMILY**, Hfrcombe Jan 31 **Smith & Sons, Weston super Mare**  
**DEERING, LUOT**, Southsea Jan 12 **Newman & Co, Yeovil**  
**DONNELLY, AMELIA**, Chertsey Jan 7 **Hoombe, Bedford row**  
**FAWCOUR, JOSEPH GRAHAM**, Embleton, Farmer Dec 18 **Percy, Alnwick**  
**FERRIS, MARY ANN**, Teignmouth Jan 14 **Poole, Taunton**  
**GRIMSTON, LUCY ANNE**, Weymouth st Jan 31 **Farrar & Co, Manchester**  
**HALL, SARAH**, Dukinfield Jan 15 **Barber, Ashton under Lyne**  
**HAUSER, FRANCIS LOUIS**, Weston super Mare, Hotel Keeper Jan 14 **Smith & Son, Weston super Mare**  
**HORNE, HORACE**, Chayne walk Jan 14 **Horne & Birkett, Lincoln's inn fields**  
**IMSON, ELIZABETH GRACE**, Exeter Feb 11 **Vallance & Vallance, Essex st**  
**JOHNSON, FRANCIS**, Codsall Jan 30 **Walker & Taylor, Wolverhampton**  
**LEMMIT, GERALD THOMSON**, Penally, Pembs Jan 14 **Sutton & Co, Gt Winchester st**  
**MARK, RICHARD YHOWARD**, Maryport, Cumbld, Gent Feb 1 **Tyson & Hobson, Maryport**  
**MARSHALL, JOSEPH CHARLES**, Hasckney, Timber Merchant Jan 14 **Barnard, Lambeth**  
**MORING, JOHN**, Walworth Jan 19 **Mann & Crisp, Essex st**  
**NEATE, JOHN PERRY**, Devises, Farmer Jan 13 **Delme Radcliffe, Devises**  
**NICHOLSON, THOMAS**, Sesham, Joiner Jan 18 **Boulton, Sunderland**  
**NORRIS, SARAH**, Bootle Jan 21 **Gutridge, Liverpool**  
**OAKLAND, ELIZA**, Nottingham Jan 16 **Acton & Marriott, Nottingham**  
**OAKLAND, WILLIAM**, Nottingham Jan 16 **Acton & Marriott, Nottingham**  
**PARSONS, CHARLOTTE**, Gt Malvern Jan 31 **Jackson & Brooks, Finsbury circus**  
**RICHARDSON, JAMES**, Newcastle upon Tyne, Engineer Dec 31 **Simey & Co, Sunderland**  
**SARGOOD, PHOEBE**, Latymers rd Jan 7 **H C Draper**  
**STAIGHT, DANIEL GEORGE**, Brixton Jan 12 **Long & Gardiner, Lincoln's inn fields**  
**STAVENHAGEN, EDWARD**, Basinghall st Jan 21 **Freshfields & Williams, Bank bldg**  
**STURT, EDWARD**, Wood st Feb 1 **Hill, Queen Victoria st**  
**TIPPER, JOHN JAMES**, Evesham Jan 16 **New, Evesham**  
**TYRWHITT, EMMA**, Egham Jan 28 **Sewell & Edwards, Old Broad st**  
**WARD, THOMAS**, Manchester, Estate Agent Dec 19 **Lea, Manchester**  
**WARD, WILLIAM**, Accrington Jan 12 **Haworth & Broughton, Accrington**  
**WEARING, JOHN GAWTHORPE**, Kendal, Warehouseman Feb 3 **Thomson & Wilson, Kendal**

*London Gazette.*—TUESDAY, Dec. 18.

**ALLWRIGHT, ELIZABETH**, Twyford Jan 31 **Hores & Pattison, Lincoln's inn fields**  
**BAYLEY, FRANCES MARY**, Westbourne Park Feb 1 **Collyer-Bristow & Co, Bedford row**  
**BLAIR, GEORGE YOUNG**, Stockton on Tees Jan 31 **Jackson & Jackson, Lincoln's inn fields**  
**BOON, WILLIAM**, Rye, Gent Feb 1 **Dawes, Rye**  
**BROOKE, SARAH ANN**, Idle Jan 26 **Mossman & Co, Bradford**  
**BURGESS, JOHN**, Huddersfield Jan 31 **Bottomley, Huddersfield**  
**CHENNEL, ANNA MARIA**, Hastings Feb 1 **Dawes, Rye**  
**CLARKE, JULIA DE ROUBIGNE BEVOR**, Wymondham Feb 11 **Whites & Pomeroy, Wymondham**  
**COSAN, PHILIP EDWARD**, Bradford, Doctor Feb 1 **Johnson & Co, Bradford**  
**CURTIS, EDWARD FOSTER**, Camberwell Jan 31 **Langton, St James sq**  
**DICKINSON, JOHN ABRAHAM**, Brough Sowerby, Gent Jan 15 **Dawson, Barnard Castle**  
**GODFREY, REV DANIEL RACE**, Snetterton Jan 14 **Grigson & Robinson, Wharfedale**  
**HAIGH, JAMES**, Meltham, Commission Agent Jan 14 **Laycock, Huddersfield**  
**HARDING, COLONEL CHARLES**, Hampstead Jan 18 **Pear & Son, Sise lane**  
**HOLLINGWORTH, OLLIVE**, Southampton, Gent Jan 30 **Candy & Candy, Southampton**  
**HOLMES, HENRY**, Rugby, Farmer Feb 1 **Tyrdall & Co, Birmingham**  
**HOLT, WILLIAM HENRY**, Altrincham Jan 13 **Dendy & Paterson, Manchester**  
**IVES, JOSEPH**, Huddersfield, Innkeeper Feb 1 **Laycock, Huddersfield**  
**LAY, FRANCES**, Huddersfield Jan 31 **Bottomley, Huddersfield**  
**LOW, ISAAC**, Stepney, Ship Smith Jan 31 **Baker & Nairne, Crosby sq**  
**MELLY, ELLEN MARIA**, Waplington Jan 22 **Canliffe & Grog, Manchester**  
**MONK, WILLIAM**, Selly Oak, Farmer Jan 25 **Burton, Birmingham**  
**MORRIS, HARRIET**, Plymouth Feb 12 **Rooker & Co, Plymouth**  
**O'NEILL, CHARLES**, Sale, Chemist Jan 15 **Dixon & Linnell, Manchester**  
**OTHER, WILLIAM**, Botley, Bricklayer Jan 12 **Warner, Winchester**  
**SMITH, JAMES**, Middleton in Teedale, Grocer Jan 15 **Dawson, Barnard Castle**  
**RICKETTS, TOM FEMBER**, Redditch, Grocer December 28 **Browning, Redditch**  
**ROBERSON, CAROLINE MARY**, Waterloo, Lancs Jan 31 **Pescok, Liverpool**  
**STATHAM, GEORGE EDWARD**, Nottingham, Architect Jan 24 **Acton & Marriott, Nottingham**  
**SKILBECK, ROBERT**, Huddersfield, Esq Jan 14 **Laycock & Co, Huddersfield**  
**WEBSTER, ANNE ELIZABETH**, Yerby Jan 30 **Langley & Elliot, Stockton on Tees**  
**WHALLEY, JAMES**, Stalybridge, Wheelwright Jan 1 **Buckley & Miller, Stalybridge**  
**WILLIAMS, GEORGE LILLY**, Bishops Hull, Druggist Dec 31 **Finchard & Alms, Taunton**  
**WILLIAMS, PHILIP HENRY**, New Windsor, Surgeon Jan 31 **Durant, Windsor**  
**WILSON, TURNER**, Clapham rd, Gent Jan 13 **Ireland, Coleman st**



## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 14.

## RECEIVING ORDERS.

ALLAN, GEORGE, Nottingham, Baker Nottingham Pet Dec 12 Ord Dec 13  
 ANDREW, JOHN THOMAS, Dunswell, Innkeeper Kingston upon Hull Pet Dec 11 Ord Dec 11  
 BARNACLE, LOUIS JOHN, Liverpool, Electrical Engineer Liverpool Pet Nov 12 Ord Dec 10  
 BIRN, HENRY STOWELL, Lancaster, Biscuit Dealer Preston Pet Dec 1 Ord Dec 12  
 BROWN, ARCHIBALD McDOWALL, Haverfordwest, Draper Pembroke Dock Pet Dec 11 Ord Dec 11  
 BROWN, JAMES, Newark on Trent, Blacksmith Nottingham Pet Dec 12 Ord Dec 12  
 BURFORD, DENNIS, Hartbury, Horse Dealer Gloucester Pet Dec 8 Ord Dec 8  
 CAIR, SAMUEL, Gooch, China Dealer Wakefield Pet Dec 12 Ord Dec 12  
 CALAM, RICHARD, Farmer Kingston upon Hull Pet Dec 10 Ord Dec 10  
 CARTER, CHARLES T, Willenden, Builder High Court Pet Oct 31 Ord Dec 11  
 CAULTON, CHARLES, Spalding, Farmer Peterborough Pet Dec 12 Ord Dec 12  
 CHAPMAN, WILLIAM, Hemmingsstone, Farmer Ipswich Pet Dec 10 Ord Dec 10  
 CHAMBERS, CHARLES, Langley, Kent, Farmer Maidstone Pet Dec 8 Ord Dec 8  
 CHITCOCK, BEN WALTER NOTLEY, Wilby, Farmer Ipswich Pet Dec 10 Ord Dec 10  
 CLOSE, THOMAS, Leeds, Farm Labourer Bradford Pet Dec 11 Ord Dec 11  
 COHEN, JOHN ALFRED, Bow, Commission Agent High Court Pet Nov 5 Ord Dec 10  
 CURVEY, CHALCROSS, FREDERICK HASTINGS, High Court Pet Sept 26 Ord Dec 11  
 DAVIES, THOMAS WILLIAM, Tittley, Carpenter Leominster Pet Dec 12 Ord Dec 12  
 DEARDEN, BENJAMIN, Burnley, Burnley Pet Dec 10 Ord Dec 10  
 DODD, CHARLES, Pentre, Glam, Jeweller Pontypridd Pet Dec 10 Ord Dec 10  
 DUNNING, THOMAS HARGREAVES, and ALBERT CHARLES CALLIES, Bolton, Painters Bolton Pet Dec 10 Ord Dec 10  
 FISHER, WILLIAM HENRY, Bowes Park, Carvasser Edmon-ton Pet Dec 10 Ord Dec 10  
 GILBERT, WILLIAM HENRY, Southend, Builder Chelmsford Pet Nov 17 Ord Dec 8  
 GOLDSMITH, EDWIN, Icklesham, Farmer Hastings Pet Dec 12 Ord Dec 12  
 HARDY, ROBERT HENRY, Littleborough, Rochdale Pet Dec 10 Ord Dec 10  
 HARRISON, JOHN ARTHUR, and ALEXANDER LUKE DYKE VINACE, Birmingham, Bag Manufacturers Birmingham Pet Nov 22 Ord Dec 5  
 HILLIARD, GEORGE, Nottingham, Boot Dealer Nottingham Pet Dec 11 Ord Dec 11  
 HINTON, JOHN, Birmingham, Musical Dealer Birmingham Pet Dec 12 Ord Dec 12  
 HUNT, ROBERT WILLIAM, St George, Builder Bristol Pet Dec 10 Ord Dec 10  
 KEEBLE, JAMES HENRY, Gt Grimsby, Boat Builder Gt Grimsby Pet Dec 12 Ord Dec 12  
 KERRINGTON, ARTHUR, South Audley, Tailor High Court Pet Nov 21 Ord Dec 12  
 LANE, THOMAS, Wolverhampton, Licensed Victualler Wolverhampton Pet Dec 10 Ord Dec 10  
 LOVE, GEORGE JEX, Clare, Suffolk, Chemist Cambridge Pet Dec 12 Ord Dec 12  
 MARSHALL, ISRAEL, Bradford, Painter Wakefield Pet Dec 8 Ord Dec 8  
 MELLISH, WILLIAM McHAFFIE, Chesapeake, Tailor High Court Pet Nov 29 Ord Dec 12  
 MERRYWEATHER, WILLIAM HENRY, Middlesborough, Licensed Victualler Stockton on Tees Pet Dec 8 Ord Dec 8  
 MORGAN, THOMAS, Cardiff, Grocer Cardiff Pet Dec 10 Ord Dec 10  
 MOORE, HENRY PETER, Middlesborough, Painter Stockton on Tees Pet Dec 11 Ord Dec 11  
 NEWTON, HENRY, Bristol, Provision Broker Bristol Pet Dec 10 Ord Dec 10  
 OLIVER, WILLIAM JOHN WOOD, Cheltenham, Milkman, Cheltenham Pet Dec 10 Ord Dec 10  
 PARKINSON, JOHN, Shipley, Butcher Bradford Pet Dec 12 Ord Dec 12  
 PIERCE, J T M, New Broad st, Foreign Banker High Court Pet Nov 6 Ord Dec 12  
 POPE, FRED, Fenchurch st, Financial Agent High Court Pet Nov 30 Ord Dec 12  
 POWELL, WILLIAM HENRY, Hanley, Fruit Salesman Hanley Pet Dec 12 Ord Dec 12  
 PRESTON, ARTHUR, Peckham, High Court Pet Nov 1 Ord Dec 12  
 PROUDLOVE, ELIZABETH, Little Madeley, Grocer Hanley Pet Dec 8 Ord Dec 8  
 REED, FREDERICK, Gorleston, Butcher King's Lynn Pet Dec 11 Ord Dec 11  
 REES, WALTER J, Swandene, Colliery Manager Swandene Pet Nov 20 Ord Dec 12  
 ROBERTS, WILLIAM OWEN, Newtown, Coachbuilder Newtown Pet Dec 12 Ord Dec 12  
 SIMPSON, WILLIAM CHARLES, Gt Grimsby, Tobaccoist Gt Grimsby Pet Dec 12 Ord Dec 12  
 STERRY, CHARLES, Lowestoft, Suffolk, Smackowner Gt Yarmouth Pet Dec 10 Ord Dec 10  
 STUBBS, QUINCY ROBERT, St John's Wood, Buttermen High Court Pet Dec 10 Ord Dec 10  
 TONGE, CHARLES, Rochdale, Cowkeeper Rochdale Pet Dec 12 Ord Dec 12  
 WARD, ROBERT, Beverley, Innkeeper Kingston upon Hull Pet Dec 11 Ord Dec 11  
 WATSON, JOHN THOMAS, Knighton, Traveller Leicester Pet Dec 8 Ord Dec 8  
 WEEKS, THOMAS, Epsom, Kent, Labourer Canterbury Pet Dec 11 Ord Dec 11

WIFFEN, JOHN, Leamham, Kent, Farmer Maidstone Pet Dec 4 Ord Dec 11  
 WILCOCK, BENJAMIN, Calverley, Plumber Bradford Pet Dec 8 Ord Dec 8  
 WILKINSON, THOMAS, Scotter, Potato Dealer Lincoln Pet Dec 11 Ord Dec 11  
 WILLIAMS, JOHN GEORGE, Cardiff, Grocer Cardiff Pet Dec 10 Ord Dec 10

## FIRST MEETINGS.

ALLWOOD, JOHN BROWN, Leeds, General Contractor Dec 31 at 12 Off Rec, 22, Park row, Leeds  
 BALLARD, GEORGE, Egerton, Kent, Grocer Dec 28 at 10.30 Off Rec, 73, Castle st, Canterbury  
 BOURNE, JOHN JAMES, Worcester, Builder Dec 21 at 11 Off Rec, 45, Copenhagen st, Worcester  
 BURFORD, DENNIS, Hartbury, Horse Dealer Dec 22 at 12 Off Rec, 15, King st, Gloucester  
 BURNS, TOM BELL, Camelford, Ironmonger Dec 21 at 2.30 Duke of Cornwall Hotel, Plymouth  
 CHAMBERS, CHARLES, Langley, Farmer Dec 27 at 12 Star Hotel, Maidstone  
 CHAPMAN, WILLIAM, Hemmingsstone, Farmer Dec 21 at 11.30 Off Rec, 36, Princes st, Ipswich  
 CHITCOCK, BEN WALTER NOTLEY, Wilby, Suffolk, Farmer Dec 21 at 12 Off Rec, 36, Princes st, Ipswich  
 CLOSE, THOMAS, Calverley, Farm Labourer Bradford Pet Dec 21 at 12 Off Rec, 31, Manor row, Bradford  
 CROWTHER, FREDERICK WILLIAM, Whitby, Tailor Dec 21 at 1 Queen Hotel, Leeds  
 DEARDEN, BENJAMIN, Burnley, Cotton Manufacturer Dec 21 at 3 Exchange Hotel, Nicholas st, Burnley  
 DUNNING, THOMAS HARGREAVES, and ALBERT CHARLES CALLIES, Bolton, Painters Dec 21 at 3 16, Wood st, Bolton  
 FARLEY, THOMAS, Abingdon, Farmer Dec 21 at 3 Off Rec, Oxford  
 FINE, JOHN DANIEL HENRY, Walworth rd, Corn Merchant Dec 21 at 2.30 Bankruptcy bldg, Carey st  
 FONS, WILLIAM, Symondsburg, Dairyman Dec 22 at 12.30 Off Rec, Salisbury  
 FORSTER, ERNEST HENRY, Leeds, Clerk Dec 21 at 11 Off Rec, 22, Park row, Leeds  
 FORSTER, JOHN GEORGE TAYLOR, JATOW, Furniture Dealer Jan 2 at 12 Off Rec, Pink lane, Newcastle on Tyne  
 GARRARD, HENRY WILLIAM, and HENRY GEORGE GARRARD, Tower Hill, Machinery Makers Dec 21 at 12 Bankruptcy bldg, Carey st  
 GORE, FREDERICK, Newgate st, Dec 21 at 11 Bankruptcy bldg, Carey st  
 HANDLEY, ELIZABETH, Nottingham, Milliner Dec 21 at 11 Off Rec's Office, St Peter's Church walk, Nottingham  
 HARTLEY, MICHAEL ANDREW, Norwich, Leather Merchant Dec 21 at 11.30 Auction Mart, Tokenhouse yd  
 HEADLEY, JAMES, Titchhurst, Farmer Dec 21 at 2.30 Spencer & Hether, 68, Mt Plant, Tunbridge Wells  
 ISAAC, HERBERT LEON, Tonypool, Collier Dec 21 at 11 Off Rec, 65, High st, Merthyr Tydfil  
 JACKSON, JOHN THOMAS, Oldham, Greengrocer Dec 21 at 11 Bank chmbrs, Queen st, Oldham  
 JONES, FREDERICK JOHN, Wrexham, Grocer Dec 21 at 11.45 Priory, Wrexham  
 JONES, LEWELLYN MORGAN, Aberdare, Colliery Proprietor Dec 21 at 12 Off Rec, 65, High st, Merthyr Tydfil  
 MACRETH, ALEXANDER, Tredgar, General Dealer Dec 21 at 2 Off Rec, 65, High st, Merthyr Tydfil  
 MARSHALL, ISRAEL, Bradford, Painter Dec 21 at 11 Off Rec, Bond ter, Wakefield  
 MORGAN, JOHN, Ynywyl, Glam, Draper Dec 21 at 3 Off Rec, 65, High st, Merthyr Tydfil  
 NORTON, CHARLES, Oystermouth, Solicitor Jan 3 at 12 Off Rec, 31, Alexandra st, Swansea  
 PAOK, PHILIP HOMER, Woolpit, Captain Dec 21 at 12.30 Off Rec, 36, Princes st, Ipswich  
 PARRISH, JOHN GROVE, Stratford on Avon, Grocer Dec 21 at 2.30 Off Rec, 17, Hertford st, Coventry  
 PEARBODY, JOHN, Coalville, Watchmaker Dec 21 at 12.30 Off Rec, 1, Berridge st, Leicester  
 PEATE, GEORGE HARRY, Walsall, Licensed Victualler Jan 3 at 11.30 Off Rec, Bridge st, Walsall  
 PEATE, JOHN, Walsall, Licensed Victualler Jan 3 at 11 Off Rec, Bridge st, Walsall  
 PIERCE, J T M, New Broad st, Foreign Banker Dec 21 at 2.30 Bankruptcy bldg, Carey st  
 ROBERTS, JOHN, Camridge, Grocer Dec 21 at 12.15 Priory, Wrexham  
 SILVERSTE, ARTHUR, Worcester, Baker Dec 21 at 10.30 Off Rec, 45, Copenhagen st, Worcester  
 SMITH, MONTAGUE FRANK, and JOHN WILLIAM CARV, King's Lynn, Coal Merchants Dec 21 at 12.30 Auction Mart, Tokenhouse yard, London  
 TAYLOR, HENRY, Kingston on Thames, Lath Rander Dec 21 at 11.50 24, Railway approach, London Bridge  
 TITLEY, ARTHUR JOHN, Gt Grimsby, Confectioner Dec 22 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby  
 TURNBULL, ARTHUR, Tynemouth, Public house Manager Jan 2 at 11 Off Rec, Pink lane, Newcastle on Tyne  
 VARENGHOOTER, WILLIAM HENRY, Tumberdon, Farmer Jan 1 at 2.15 Saracen's Head, Ashford  
 WALLIS, FREDERICK, Fulham, Clerk Dec 21 at 2.30 Bankruptcy bldg, Carey st  
 WATMOUGH, JOHN, Hilbaldston, Builder Dec 22 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
 WATSON, JOHN THOMAS, Leicester, Traveller Dec 21 at 3 Off Rec, 1, Berridge st, Leicester  
 WEEKS, THOMAS, Epsom, Kent, Butcher Dec 26 at 10 Off Rec, 73, Castle st, Canterbury  
 WILCOCK, BENJAMIN, Calverley, Plumber Dec 21 at 11 Off Rec, 31, Manor row, Bradford  
 WOLLER, WILLIAM F, Brixton Dec 21 at 12 Bankruptcy bldg, Carey st  
 WYNCH, JULIA CHARLOTTE SNECK, Dec 21 at 11 Bankruptcy bldg, Carey st  
 YARLES, JOHN, Jartow, Builder Jan 2 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

## ADJUDICATIONS.

ALLAN, GEORGE, Nottingham, Baker Nottingham Pet Dec 12 Ord Dec 13

ANDREW, JOHN THOMAS, Dunswell, Innkeeper Kingston upon Hull Pet Dec 11 Ord Dec 11  
 BELLAMY, JOHN THOMAS, Burton on Trent, Builder Barton on Trent Pet Nov 16 Ord Dec 8  
 BOLTON, WILLIAM, and STEPHEN LOSE, Hallingbourne, Farmers Middlesboro Pet Dec 3 Ord Dec 8  
 BROWN, JAMES, Newark on Trent, Blacksmith Nottingham Pet Dec 12 Ord Dec 12  
 BROWN, WILLIAM, Stockport, Plumber Stockport Pet Dec 7 Ord Dec 11  
 BROWNING, HENRY, Ramsgate Hastings Pet Nov 23 Ord Dec 12  
 BURFORD, DENNIS, Hartbury, Horse Dealer Gloucester Pet Dec 8 Ord Dec 8  
 CAIR, SAMUEL, Gooch, China Dealer Wakefield Pet Dec 12 Ord Dec 12  
 CALAM, RICHARD, Farmer Kingston upon Hull Pet Dec 8 Ord Dec 10  
 CAULTON, CHARLES, Spalding, Farmer Peterborough Pet Dec 12 Ord Dec 12  
 CHAPMAN, WILLIAM, Hemmingsstone, Farmer Ipswich Pet Dec 10 Ord Dec 10  
 CHITCOCK, BEN WALTER NOTLEY, Wilby, Suffolk, Farmer Ipswich Pet Dec 8 Ord Dec 10  
 CLOSE, THOMAS, Calverley, Farm Labourer Bradford Pet Dec 11 Ord Dec 11  
 COLEMAN, TIMOTHY, Middlesborough, Draper Stockton on Tees Pet Oct 23 Ord Dec 10  
 DAVIES, THOMAS WILLIAM, Tittley, Carpenter Leominster Pet Dec 12 Ord Dec 12  
 DEARDEN, BENJAMIN, Burnley, Cotton Manufacturer Burnley Pet Dec 10 Ord Dec 10  
 DODD, CHARLES, Pentre, Jeweller Pontypridd Pet Dec 10 Ord Dec 10  
 DUNNING, THOMAS HARGREAVES, and ALBERT CHARLES CALLIES, Bolton, Painters Bolton Pet Dec 10 Ord Dec 10  
 ETTLES, JOHN, Fimblestead, Chemist Greenwich Pet Nov 15 Ord Dec 8  
 FISHER, WILLIAM HENRY, Bowes Park, Journalistic Canvasser Edmon-ton Pet Dec 10 Ord Dec 10  
 FORSTER, ERNEST HENRY, Leeds, Clerk Leeds Pet Dec 6 Ord Dec 6  
 GARRARD, HENRY WILLIAM, and HENRY GEORGE GARRARD, Tower Hill, Machinery Makers High Court Pet Oct 30 Ord Dec 10  
 GARRATT, ARTHUR, Smethwick, Provision Dealer West Bromwich Pet Dec 4 Ord Dec 10  
 HARDY, ROBERT HENRY, Littleborough, Rochdale Pet Nov 20 Ord Dec 10  
 HILLIARD, GEORGE, Nottingham, Shoe Dealer Nottingham Pet Dec 11 Ord Dec 11  
 HINTON, JOHN, Bromsgrove, Musical Instrument Dealer Birmingham Pet Dec 12 Ord Dec 12  
 HUNT, ROBERT WILLIAM, St George, Builder Bristol Pet Dec 10 Ord Dec 10  
 KEEBLE, JAMES HENRY, Gt Grimsby, Boat Builder Gt Grimsby Pet Dec 12 Ord Dec 12  
 LOVE, GEORGE JEX, Clare, Suffolk, Chemist Cambridge Pet Dec 12 Ord Dec 12  
 LELLEY, JOHN, Hartow on the Hill High Court Pet July 6 Ord Dec 8  
 MARRIOTT, E J, Newington Green High Court Pet Oct 19 Ord Dec 8  
 MARSHALL, ISRAEL, Bradford, Painter Wakefield Pet Dec 8 Ord Dec 8  
 MERRYWEATHER, WILLIAM HENRY, Middlesborough, Licensed Victualler Stockton on Tees Pet Dec 7 Ord Dec 7  
 MOORE, HENRY PETER, Middlesborough, Painter Stockton on Tees Pet Dec 11 Ord Dec 11  
 MORGAN, THOMAS, Cardiff, Grocer Cardiff Pet Dec 10 Ord Dec 10  
 OLIVER, WILLIAM JOHN WOOD, Cheltenham, Milkman Cheltenham Pet Dec 10 Ord Dec 10  
 PARKINSON, JOHN, Shipley, Butcher Bradford Pet Dec 12 Ord Dec 12  
 POWELL, NATHANIEL, and NATHANIEL GLUCKSTEIN, Aldersgate st, Furniture High Court Pet Nov 23 Ord Dec 10  
 POWELL, WILLIAM HENRY, Hanley, Fruit Salesman Hanley Pet Dec 12 Ord Dec 12  
 PROUDLOVE, ELIZABETH, Little Madeley, Grocer Hanley Pet Dec 8 Ord Dec 8  
 REED, FREDERICK, Gorleston, Butcher King's Lynn Pet Dec 11 Ord Dec 11  
 SIMPSON, WILLIAM CHARLES, Gt Grimsby, Tobaccoist Gt Grimsby Pet Dec 12 Ord Dec 12  
 STERRY, CHARLES, Lowestoft, Smackowner Gt Yarmouth Pet Dec 10 Ord Dec 10  
 TONGE, CHARLES, Rochdale, Cowkeeper Rochdale Pet Dec 12 Ord Dec 12  
 TURNBULL, ARTHUR, Tynemouth, Tailor Newcastle on Tyne Pet Dec 6 Ord Dec 11  
 WARD, ROBERT, Beverley, Innkeeper Kingston upon Hull Pet Dec 11 Ord Dec 11  
 WATSON, JOHN THOMAS, Leicester, Traveller Leicester Pet Dec 8 Ord Dec 8  
 WEEKS, THOMAS, Epsom, Kent, Labourer Canterbury Pet Dec 10 Ord Dec 11  
 WILCOCK, BENJAMIN, Calverley, Plumber Bradford Pet Dec 8 Ord Dec 10  
 WILKINSON, THOMAS, Scotter, Potato Dealer Lincoln Pet Dec 11 Ord Dec 11

London Gazette.—TUESDAY, Dec. 18.

## RECEIVING ORDERS.

ASHTON, THOMAS, Somerscotes, Grocer Derby Pet Dec 14 Ord Dec 14  
 BACON, DAVID HENRY, Wimbledon, Builder Kingston, Surrey Pet Dec 13 Ord Dec 13  
 BAKER, THOMAS, Hanley, Builder Hanley Pet Dec 15 Ord Dec 15  
 BEDFORD, JOHN JONES, Abernethy, Stationer Neath Pet Dec 14 Ord Dec 14  
 BEN, WILLIAM, Bradford, Plumber Bradford Pet Dec 13 Ord Dec 13  
 BUCKLEY, WALTER, Adlington, Shoemaker Bolton Pet Dec 13 Ord Dec 13

CAMPBELL, JAMES, Hastings, Builder Hastings Pet Dec 5  
Ord Dec 15  
COMBINED SOAP CO, Hulme Manchester Pet Nov 17 Ord  
Dec 15  
CREW, FRANK ALBERT, Richmond, Auctioneer Wanda-  
worth Pet Dec 13 Ord Dec 13  
DRATTON, JOHN, Southwark, Baker Leicester Pet Nov  
23 Ord Dec 13  
DUBBANS, DANIEL ARTHUR, and FRANK DUBBANS, Hamp-  
stead, Builders High Court Pet Dec 13 Ord  
Dec 13  
FORD, EDWIN, Leckhampton, Farmer Newbury Pet  
Dec 12 Ord Dec 13  
GRIFFITHS, HUGH OWEN, Brierley Hill, Butcher Merchant  
Stourbridge Pet Dec 11 Ord Dec 11  
HENRY GOOD & SONS, Phipp st, Oil Merchants High Court  
Pet Dec 4 Ord Dec 14  
HARVEY, WALTER CHARLES, Hyde, I W, Accountant Hyde  
Pet Nov 26 Ord Dec 10  
HASLOP, ROBERT, Swaffham Prior, Butcher Cambridge  
Pet Dec 15 Ord Dec 15  
HAW, WILLIAM, Huby, Yorks, Farmer York Pet Dec 14  
Ord Dec 14  
HOLMES, JAMES CORNELIUS, Finbury payment, Plaster  
Merchant High Court Pet Nov 30 Ord Dec 14  
HOSKINS, GEORGE JAMES, Newport, Coal Trimmer New-  
port, Mon Pet Dec 14 Ord Dec 14  
ISBISTON, THOMAS, Stockton on Tees, Moulder Stockton  
on Tees Pet Dec 13 Ord Dec 13  
JACOBS, LOUIS DAVID, Liverpool, Clothier Liverpool Pet  
Nov 37 Ord Dec 13  
JONES, MARY ANN, Bridgend, Flannel Dealer Cardiff Pet  
Dec 13 Ord Dec 13  
KEMP, SAMUEL, Walsall, Boot Maker Walsall Pet Dec 11  
Ord Dec 11  
KEVILL-DAVIES, WILLIAM TRAVELVA, 8th Kensington,  
Clerk High Court Pet Dec 14 Ord Dec 14  
KOSKY, AARON, Myrtle st, Furrier High Court Pet Dec  
13 Ord Dec 13  
McCORMELL, WILLIE MIRAM, Wolverhampton, Music  
Seller Wolverhampton Pet Dec 14 Ord Dec 14  
MAGO, WILLIAM JAMES, Bristol, Glass Dealer Bristol Pet  
Dec 13 Ord Dec 13  
OWEN, THOMAS LEWIS, Tunbridge Wells, Fancy Dealer  
Tunbridge Wells Pet Dec 13 Ord Dec 13  
PAYNE, JOHN, Caspally, Grocer Cardiff Pet Dec 14 Ord  
Dec 14  
ROTHWELL, WILLIAM, Bolton, Hosiery Manufacturer Bol-  
ton Pet Dec 1 Ord Dec 13  
SCHNEIDER, WILLIAM, Thornaby on Tees, Builder Stockton  
on Tees Pet Dec 13 Ord Dec 13  
SIMMONS, EDWARD, Kenal rise, Gent Kidderminster Pet  
Nov 29 Ord Dec 13  
SMYTH, JOHN STEPHEN, Bedington, Licensed Victualler  
Birmingham Pet Sept 14 Ord Dec 12  
TAYLOR, EDWIN, Newport, Salop, Grocer Stafford Pet  
Dec 13 Ord Dec 13  
THACKER, SAMUEL, Nottingham, Machinist Nottingham  
Pet Dec 14 Ord Dec 14  
THOMAS, JOHN, Porthcawl, Glam, Watchmaker Cardiff  
Pet Dec 14 Ord Dec 14  
TIBBETTS, HERBERT GEORGE, Buckingham, Carpenter  
Banbury Pet Dec 13 Ord Dec 13  
TOMLINS, THOMAS, Shrewsbury, Wheelwright Shrewsbury  
Pet Dec 14 Ord Dec 14  
WHITLEY, JAMES ADOLPH, Liverpool, Drapers Assistant  
Liverpool Pet Dec 14 Ord Dec 14  
WILLIAMS, ARTHUR BARBER, St Leonarda, Boarding House  
Keeper Hastings Pet Dec 15 Ord Dec 15  
WILLINGTON, G High Court Pet Nov 31 Ord Dec 13  
The following amended notice is substituted for that pub-  
lished in the London Gazette of the 15th Oct. :-  
ASSETT, FRANK LUTHER, FOSSETT, Sutton, Clerk Croydon  
Pet Aug 25 Ord Dec 13  
The following amended notice is substituted for that pub-  
lished in the London Gazette of Nov. 30 :-  
JONES, FREDERICK JOHN, Wrexham, Grocer Wrexham  
Pet Nov 28 Ord Nov 28

## FIRST MEETINGS.

ASLIN, JOHN, Slaggyford, Chemist Dec 28 at 3 Off Rec,  
25, John st, Sunderland  
BENT, WILLIAM, Bradford, Plumber Dec 28 at 12 Off  
Rec, 31, Manor row, Bradford  
BIRTLES, ABRAHAM, Manchester, Tobacconist Dec 28 at 2.30  
Ogden's chmbrs, Bridge st, Manchester  
BOOTH, HOPK, Bloombury, Actress Dec 28 at 3 Bank-  
ruptcy bldg, Carey st  
BRADFELD, JAMES OLIVER, Brixton, Clerk Dec 28 at 2  
Bankruptcy bldg, Carey st  
BUCKLEY, WALTER, Adlington, Shoemaker Dec 27 at 3  
19, Wood st, Bolton  
CANTER, CHARLES THOMAS, Willenden, Builder Dec 28 at  
11 Bankruptcy bldg, Carey st  
CAULTON, CHARLES, Spalding, Farmer Jan 2 at 13 White  
Hart Hotel, Spalding  
DAVIES, CHARLES, Kingston, Butcher Dec 31 at 10 4, Corn  
sq, Leominster  
DAVIES, THOMAS WILLIAM, Tisbury, Carpenter Dec 31 at 10  
4, Corn sq, Leominster  
DODDSON, WALTER WILLIAM, Russell sq, Art Dealer Dec 28  
at 2.30 Bankruptcy bldg, Carey st  
EVANS, HENRY, Leominster, Fruiterer Dec 31 at 10 4,  
Corn sq, Leominster  
FULLAGAN, CONAN, Brewhelm, Kent, Farmer Dec 28  
at 2.30 Spencer & Hothor, 68, Mount Pleasant, Tun-  
bridge Wells  
GARRWOOD, ROBERT EMMETT, Middleton, Cab Driver Dec  
27 at 3 Off Rec, Bank chmbrs, Green st, Oldham  
HAIRSWORTH, BENJAMIN, and WILLIAM MILNER, Leeds,  
Cloth Manufacturers Dec 28 at 11 Leeds Law  
Institution, 12, Albion pl, Leeds  
HASLOP, ROBERT, Swaffham Prior, Butcher Dec 28 at 12.30  
Off Rec, 5, Petty Cur, Cambridge  
HAW, WILLIAM, Huby, Yorks, Farmer Dec 28 at 12.30  
Off Rec, 25, St George's, York  
HENDLER, WALTER BURN, Newent, Farmer Dec 28 at 12  
New Inn, Gloucester  
HILLIARD, GEORGE, Nottingham, Boot Dealer Dec 28 at  
11 Off Rec, St Peter's Church walk, Nottingham

HODSON, JOHN WILLIAM, Doncaster, Engineer Dec 28 at  
13 Off Rec, Figs Lane, Sheffield  
KERSHINGTON, ARTHUR, 8 Audley st, Tailor Dec 28 at 2.30  
Bankruptcy bldg, Carey st  
KOSKY, AARON, Commercial rd, Furrier Dec 28 at 11  
Bankruptcy bldg, Carey st  
LOVE, GEORGE JAY, Clare, Chemist Jan 4 at 12 Off Rec,  
5, Petty Cur, Cambridge  
MILLINGTON, JOSEPH, Walthamstow, Printer Dec 28 at 13  
Bankruptcy bldg, Carey st  
MOORE, LORENZO, Brighton, Commission Agent Jan 3 at  
11 Off Rec, 4, Pavilion bldg, Brighton  
MULLINER, FRANCIS EDWIN, Liverpool, Physician Dec 28  
at 3 Off Rec, 25, Victoria st, Liverpool  
OLDHAM, THOMAS ALEXANDER HILDRED, Louth, Tailor Jan  
2 at 1 Off Rec, 15, Osborne st, St Grimaby  
PARKINSON, JOHN, Salford, Butcher Dec 28 at 11 Off Rec,  
51, Market row, Bradford  
POYNER, WILLIAM JOHN, Birmingham, Baker Jan 1 at 12  
28, Colmore row, Birmingham  
RIDGHOUGH, JOHN, Burnley, Farm Labourer Jan 24 at 1.30  
Exchange Hotel, Nicholas st, Burnley  
ROBINSON, FRANCIS, Manchester, Farmer Dec 28 at 3 Og-  
den's chmbrs, Bridge st, Manchester  
ROTHWELL, WILLIAM, Bolton, Hosiery Manufacturer Jan  
10 at 3 16, Wood st, Bolton  
TOMLINS, THOMAS, Ford's Heath, Wheelwright Dec 31 at  
11.30 Off Rec, Shrewsbury  
WILKINSON, THOMAS, Scotter Jan 3 at 13 Off Rec, 31,  
Silver st, Lincoln  
WILLIAMSON, CHARLES, Acocks Green, Jeweller Jan 1 at  
11 23, Colmore row, Birmingham  
WRIGHT, ARTHUR, Lydney North, Farmer Dec 31 at 10  
4, Corn sq, Leominster

## ADJUDICATIONS.

ANDERSON, HUGH, Torquay, Draper Exeter Pet Nov 20  
Ord Dec 14  
ASSETT, THOMAS, Summercoote, Grocer Darby Pet Dec  
14 Ord Dec 14  
BACON, DAVID HENRY, Wimbledon, Builder Kingston,  
Surrey Pet Dec 13 Ord Dec 13  
BALSDON, HANCOCK, Bristol, Tailor Bristol Pet Nov 21  
Ord Dec 14  
BANKS, THOMAS, Hanley, Builder Hanley Pet Dec 15  
Ord Dec 15  
BENT, WILLIAM, Bradford, Plumber Bradford Pet Dec  
13 Ord Dec 13  
BOOTH, HOPK, Bloombury, Actress High Court Pet  
Dec 5 Ord Dec 13  
BUCKLEY, WALTER, Adlington, Shoemaker Bolton Pet  
Dec 13 Ord Dec 13  
CANTER, CHARLES THOMAS, Willenden, Builder High Court  
Pet Oct 31 Ord Dec 14  
CHATTERS, CHARLES, Norfolk st, Chartered Accountant  
High Court Pet Dec 2 Ord Dec 15  
CREW, FRANK ALBERT, Richmond, Auctioneer Wanda-  
worth Pet Dec 13 Ord Dec 13  
CROWTHER, FREDERICK WILLIAM, Whitby, Tailor Stock-  
ton on Tees Pet Dec 4 Ord Dec 13  
DITCHFIELD, EDMUND AUGUSTUS, Liverpool, African Mer-  
chant Liverpool Pet Sept 3 Ord Dec 13  
DODDSON, WALTER WILLIAM, Russell sq, Art Dealer High  
Court Pet Nov 28 Ord Dec 13  
DUBBANS, DANIEL ARTHUR, and FRANK DUBBANS, South  
Hampstead, Builders High Court Pet Dec 13 Ord  
Dec 13  
FORD, EDWIN, Leckhampton, Farmer Newbury Pet Dec  
12 Ord Dec 13  
GORE, FREDERICK, Newgate st, Upholsterer High Court  
Pet Dec 8 Ord Dec 13  
GREENLAND, WILLIAM, Kingwood, Natural at Bristol Pet  
Nov 30 Ord Dec 13  
GRIFFITHS, HUGH OWEN, Brierley Hill, Butcher Merchant  
Stourbridge Pet Dec 11 Ord Dec 11  
HASLOP, ROBERT, Swaffham Prior, Butcher Cambridge  
Pet Dec 15 Ord Dec 13  
HAW, WILLIAM, Huby, Yorks, Farmer York Pet Dec 14  
Ord Dec 14  
HOSKINS, GEORGE JAMES, Newport, Coal Trimmer New-  
port, Mon Pet Dec 14 Ord Dec 14  
ISBISTON, THOMAS, Stockton on Tees, Moulder Stockton  
on Tees Pet Dec 13 Ord Dec 13  
JACOBS, THOMAS WHITWELL, and JOHN WILLIAM  
FREDERICK JACOBS, Bristol, Solicitors Bristol Pet  
Nov 31 Ord Dec 14  
JONES, MARY ANN, Bridgend, Flannel Dealer Cardiff Pet  
Dec 13 Ord Dec 13  
KEMP, SAMUEL, Walsall, Boot Maker Walsall Pet Dec 11  
Ord Dec 11  
KERSHINGTON, ARTHUR, 8th Audley st, Tailor High Court  
Pet Nov 24 Ord Dec 15  
LANE, THOMAS, Wolverhampton, Licensed Victualler  
Wolverhampton Pet Dec 10 Ord Dec 14  
LAWIS, ALBERT, Clevedon, Coal Dealer Bristol Pet Nov  
29 Ord Dec 13  
MACLEOD, WILLIAM, Whitechapel, Licensed Victualler  
High Court Pet Oct 10 Ord Dec 13  
MELLEN, WILLIAM MACLEAF, Newcastle, Tailor High  
Court Pet Nov 28 Ord Dec 14  
MAGO, WILLIAM JAMES, Bristol, Dock Foreman Bristol  
Pet Dec 13 Ord Dec 13  
MULLINER, FRANCIS EDWIN, Liverpool, Physician Liver-  
pool Pet Nov 26 Ord Dec 15  
OTTO, FREDERICK HENRY, Bristol, Beer Retailer Bristol  
Pet Nov 28 Ord Dec 14  
OWEN, THOMAS LEWIS, Tunbridge Wells, Fancy Dealer  
Tunbridge Wells Pet Dec 13 Ord Dec 13  
PIERCE, J. M. Nov Broad st, Foreign Banker High  
Court Pet Nov 6 Ord Dec 14  
ROBERTS, WILLIAM OWEN, Newtown, Coachbuilder New-  
town Pet Dec 13 Ord Dec 14  
SCHNEIDER, WILLIAM, Thornaby on Tees, Builder Stock-  
ton on Tees Pet Dec 11 Ord Dec 13  
SIMMONS, EDWARD, Kenal rise, Gent Kidderminster Pet  
Nov 29 Ord Dec 15  
STUBBS, QUINTIN ROBERT, 26 John's Wood, Butcherman  
High Court Pet Dec 10 Ord Dec 14  
STUBBS, WILLIAM, Lambeth, Contractor High Court Pet  
Oct 13 Ord Dec 14

TOZER, EDGAR, 64 Winchester st, Solicitor High Court  
Pet Sept 31 Ord Dec 13  
TAYLOR, EDWIN, Newport, Grocer Stafford Pet Dec 23  
Ord Dec 13  
THACKER, SAMUEL, Nottingham, Machinist Nottingham  
Pet Dec 14 Ord Dec 14  
THOMAS, JOHN, Porthcawl, Glam, Watchmaker Cardiff  
Pet Dec 14 Ord Dec 14  
TOMLINS, TIMOTHY, Ford's Heath, Wheelwright Shrews-  
bury Pet Dec 14 Ord Dec 15  
TUPHAM, ARTHUR CHARLES, Walton on Thames, Hosier  
Kingston, Surrey Pet Nov 6 Ord Dec 13  
WILLIAMS, JOHN GEORGE, Cardiff, Grocer Cardiff Pet  
Dec 10 Ord Dec 11  
WILLIAMSON, CHARLES, Acocks Green, Jeweller Birming-  
ham Pet Nov 2 Ord Dec 14  
WINCH, CHARLES, Arundel st, Strand, Solicitor High  
Court Pet Sept 30 Ord Dec 13  
The following amended notice is substituted for that  
published in the London Gazette of Nov. 30 :-  
JONES, FREDERICK JOHN, Wrexham, Grocer Wrexham  
Pet Nov 27 Ord Nov 28

## ADJUDICATIONS ANNULLED.

CHILD, JOH, Enfield Lock, Middlesex, Engineer Edmonton  
Adjud July 5, 1894 Annual Dec 10, 1894  
FORD, ANDREW, Stockton on Tees, Engineer Stockton on  
Tees Adjud Dec 19, 1893 Annual Dec 12, 1894  
WILSON, ALBERT EDWARD, Danbury, Essex, Pavement  
Contractor Chelmsford Adjud Feb 19, 1892 Annual  
Nov 12, 1894

All letters intended for publication in the  
"Solicitors' Journal" must be authenticated  
by the name of the writer.  
Where difficulty is experienced in procuring the  
Journal with regularity, it is requested that  
application be made direct to the Publisher.

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4.  
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